

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**HOUSESTAFF ASSOCIATION OF COOK COUNTY**

**And**

**COUNTY OF COOK**

**December 1, 2008 through November 30, 2012**

**Effective May 8, 2013**

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## **COLLECTIVE BARGAINING AGREEMENT**

### **PREAMBLE**

This Collective Bargaining Agreement herein referred to as "Agreement", is made and entered into by and between the HOUSESTAFF ASSOCIATION OF COOK COUNTY, hereinafter referred to as the "Association" and the County of Cook, as represented by its elected Officials, hereinafter referred to as the "County".

The Association and the County recognize and endorse the right of every person to quality health care at all facilities operated by the County, regardless of the person's ability to pay for that care. The Association and the County agree to work cooperatively in pursuit of this goal.

### **ARTICLE I**

#### **Recognition and Association Security**

##### **Section 1.1 Representation:**

The County recognizes the Association as the sole and exclusive representative of all postgraduate level house staff physicians and dentists (interns, residents and fellows) employed in a program of the County for the purpose of setting wages, hours, and working conditions. Any housestaff physician rotating at County facilities who are not County employees will be subject to the terms outlined in this Agreement, exclusive of monetary and benefit items. Housestaff physicians who are temporarily assigned to work at other facilities not operated by the County will not be covered by this Agreement while working at such facilities, except as to their salary, fringe benefits and disciplinary procedures. Physicians employed by the County for the purpose of directly providing or supervising patient care will either be represented by this unit or will be employed as "attending physicians" subject to the review and rules of the Executive Medical Staff.

##### **Section 1.2 Association Membership:**

The County does not object to Association membership by its housestaff physicians and believes that certain benefits may inure from such membership. For the purpose of this Section, a housestaff physician will be considered to be a member of the Association if he/she timely tenders the dues and initiation fee as a condition of membership.

The County will grant the Association a private meeting during the orientation of new housestaff physicians to present the benefits of Association membership, at which time the Association may give these employees a copy of this Agreement. In addition, the Association will be included in the annual orientation processing for the purpose of providing housestaff physicians the opportunity to sign up as members of the Association.

##### **Section 1.3 Dues Check-off:**

With respect to any housestaff physician from whom the County receives individual written authorization, signed by the house staff physician, in a form agreed upon by the Association and the County, the County

shall deduct from the wages of the housestaff physician the dues and initiation fee, and shall forward such amount to the Association within thirty (30) calendar days after close of the pay period for which the deductions are made. The amounts deducted shall be set by the Association and the County may continue to retain a service charge of five cents (.05) for making such deductions.

**Section 1.4 "Fair Share":**

1. The County will grant "Fair Share" to the Association in accordance with Sections 6 (e)-(g) of the Illinois Public Labor Relations Act upon satisfactory demonstration to the County that the Association has more than 50% of the eligible employees in the bargaining unit signed up as dues paying members. Once this condition has been met, all employees covered by this Agreement will within 30 days of the Association meeting said condition or within 30 days of their employment by the County either (1) become members of the Association and pay to the Association regular Association dues and fees or (2) will pay to the Association each month their fair share of the costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours, and other conditions of employment.
2. Such fair share payment by non-members shall be deducted by the County from the earnings of the non-member employees and remitted to the Association provided, however, that the Association shall certify to the County the amount constituting said fair share, not exceeding the dues uniformly required of members of the Association, and shall certify that said amount constitutes the non-members' proportionate share of his Association's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours and other conditions of employment.
3. Upon receipt of such certification, the County shall cooperate with the Association to ascertain the names of and addresses of all employee non-members of the Association from whose earnings the fair share payments shall be deducted and their work locations.
4. Upon the Association's receipt of notice of an objection by a non-member to the fair share amount, the Association shall deposit in an escrow account, separate from all other Association funds, 50% of all fees being collected from non-association employees. The Association shall furnish objectors and the County with verification of the terms of the escrow arrangement and, upon request, the status of the Fund as reported by the bank. The escrow fund will be established and maintained by a reputable independent bank or trust company and the agreement therefore shall provide that the escrow accounts be interest bearing at the highest possible rate; that the escrowed funds be outside of the Association's control until the final disposition of the objection; and that the escrow fund will terminate and the fund therein be distributed by the terms of an ultimate award, determination, or judgment including any appeals or by the terms of a mutually agreeable settlement between the Association and an objector or group of objectors.
5. If an ultimate decision in any proceeding under the state or federal law directs that the amount of the fair share should be different than the amount fixed by the Association, the Association shall promptly adopt said determination and notify the County to change deductions from the earnings of non-members to said prescribed amount.

6. Religious Exemption: Employees who are members of a church or religious body having a bonafide religious tenet or teaching which prohibits the payment of a fair share contribution to an association shall be required to pay an amount equal to their fair share of Association dues, as described in Section 1.4 to a non-religious charitable organization mutually agreed upon by the Association, and the affected employees as set forth in Section (6) of the Illinois Public Labor Relations Act.

**Section 1.5 Indemnifications:**

The Association will indemnify and save the County harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any action taken by the County for the purpose of complying with any provisions of Article I, Sections 1.3 through 1.6. If an incorrect deduction is made, the Association shall refund any such amount directly to the involved employee.

**Section 1.6 Association Activities:**

The County will make bulletin boards available for the use by the Association in the Administration Building. The Association will be permitted to post on these bulletin boards its official notices (for example, notices of meetings, elections and similar materials). The County will also permit the Association to post notices in other locations, but only after submitting them to Hospital Administration for approval, which approval shall not be unreasonably withheld. The County retains the right to reasonably restrict the size, method and site of posting of such notices in conformance with its policies as applied to other individuals or organizations. There shall be no posting by housestaff physicians of notices or other kinds of literature on the County's property other than herein provided. No housestaff physicians shall make any distributions so as to interfere with the performance of his/her duties. The County's supplies or equipment are not to be used for any Association publications or announcements; however, the County will permit the Association to use an assigned duplicating machine so long as the Association pays such cost of operation as the County charges to other individuals or organizations. The County will also consider requests by the Association for use of County facilities in holding Association meetings. Consent for the use of a meeting room for an Association meeting will not be unreasonably withheld.

**Section 1.7 Housestaff Physicians List:**

The County will furnish the Association a list showing the name, mailing address, telephone number, pager number, e-mail address, department, pay level and postgraduate level of each housestaff physician at the Hospital. The County will endeavor to maintain current lists of the mailing addresses and telephone numbers of all housestaff physicians and shall provide such lists to the Association on a quarterly basis. Housestaff physicians will endeavor to promptly notify the Department of Medical Education of their mailing address and telephone number and any changes thereof. The County will also furnish the Association monthly reports of any changes in information on such lists and will provide no later than May 1st of each year the same information relating to new housestaff physicians under contract for the year commencing on or about July 1st.



## **ARTICLE II**

### **County and Association Rights and Obligations**

#### **Section 2.1 County Rights:**

The Association recognizes that the County has the full authority and responsibility for directing its operations and determining policy. The County reserves these rights, powers, authority, duties and responsibilities; and in the adoption and application of such reasonable rules, regulations and policies as it may deem necessary to carry them out, including those related to fitness for duty, substance abuse, and testing for such based on reasonable cause as determined by a qualified medical professional, it will be limited only by the specific and express terms of this Agreement, to the extent permitted by law.

Nothing in Article XIV will be interpreted as preventing the phase out or discontinuance of a program as a result of an accrediting body's action or should the County decide that such action is appropriate.

#### **Section 2.2 County Obligations:**

If for any reason the County decided to phase out or discontinue a residency program, the County will provide the HSA with at least ninety (90) days advance written notice of that decision. Additionally, the County will ensure that the HSA receives a copy of the minutes of the Stroger Hospital Graduate Medical Education Committee. Housestaff physicians employed by the County in a particular specialty training program shall have reasonable expectation of advancing to succeeding post-graduate levels of that program. The County will continue its practice of assisting displaced Housestaff physicians in securing positions in other residency training programs. The Association recognizes that this Agreement does not empower the County to do anything that it is prohibited from doing by law.

#### **Section 2.3 Association and County Meetings:**

For the purpose of conferring on matters of mutual interest which are not appropriate for consideration under the grievance procedure, hereinafter established, the Association and County agree to meet periodically through designated representatives at the request of either party and at mutually agreed upon times and locations. The party requesting the meeting shall prepare a written agenda one week prior to meeting if so asked by the other party. The Association and County will each designate not more than five representatives to a committee for this purpose.

#### **Section 2.4 Budget Participation:**

The County recognizes that the budgetary system should provide for sufficient contributions by housestaff physicians in determining the allocation of funds available to the County. The County therefore agrees to institute the following plan:

- A. Each divisional chair shall establish his/her budget for each fiscal year only after consultation with his/her attending physicians, housestaff physicians, and such advisers as the divisional chair deems necessary. The budget thus developed in committee will be transmitted to the appropriate departmental chair.
- B. Each departmental chair shall establish his/her budget for each fiscal year only after consultation with his/her divisional chair, a housestaff physician selected from each of the departments by the department chair with the approval of the Housestaff Association, and such other advisers as the

department chair deems necessary. The budget thus developed in committee will be transmitted to the Chief Operating Officer.

- C. Upon receipt of the departmental committee budget and departmental chair's recommendations, the Chief Operating Officer and Medical Director shall confer with representatives of the Association and then complete the budget in such manner as determined by the County.
- D. Association representatives will be entitled to attend budget hearings as conducted by the Cook County Board Finance Committee. The Association will be notified of such hearings in advance and be accorded the opportunity to actively participate in such hearings. Housestaff physician representatives will be allowed excused time to attend the annual Public Hearing on the Hospital's budget, provided adequate patient care is preserved.

### **ARTICLE III**

#### **Housestaff Physicians' Salaries and Hours**

##### **Section 3.1 Salaries:**

The salaries of housestaff physicians in each year of employment by the County, at a postgraduate level in a particular discipline shall be in accordance with the rates of pay as listed in Appendix "B".

At the time of initial hire, the Hospital will appoint the housestaff physician to a particular PG pay level, and to a particular PG responsibility level. After satisfactory completion of each year of service at a given PG level, the housestaff physician shall be advanced to the next higher PG salary. After satisfactory completion of each year of service at a given PG level, the housestaff physician shall be advanced to the next higher PG responsibility level, unless the hospital or the housestaff physician, wish to terminate the housestaff physician's employment in a given department.

Determination of salary and credit for previous training shall be based on consideration of prior training in another specialty or a non-approved (AMA-CME-ADA-APA) program and shall be determined by the Hospital within 28 days of appointment to a particular postgraduate level, subject to approval of the Medical Director and Chief of the Bureau of Human Resources.

Additional work performed within the Hospital pursuant to Section 3.3 of this Article will be paid for at the hourly rate indicated in Appendix "B" of this Agreement.

The County will make every reasonable effort to provide adequate administrative support so as to enable newly hired housestaff physicians to start their duties at the beginning of the academic year.

##### **Section 3.2 Hours of Work:**

###### **A. General**

In setting housestaff physician's hours, consideration shall be given to the requirements and limitations of Specialty Boards and Residency Review Committees of the ACGME and the ADA, the desire to provide optimum patient care and high standards of training, and the health and physical well-being of housestaff physicians, including their social needs.

**B. Hours & Schedules Committees**

Each department shall have a committee composed of the department chair or program director, attending physicians and housestaff physicians (one of whom shall be selected by the Association) from the respective department. This committee will review the number of hours that the housestaff are required to work and consult with program director if he/she is not on the committee. This committee will also review resident rotation schedules. Such committees also shall have the advice and assistance of the County's Designee. Problems which may arise concerning working hours will be reviewed by this Committee. The Hours & Schedules Committee in each department will meet at least quarterly. Housestaff members will be excused from clinical duties in order to attend.

**C. Days Off**

Housestaff physicians will have scheduled at least one day off (a minimum of 24 hours of duty) in every seven. This 24-hour period will commence within one hour of 8:00 a.m. and run for at least 24 hours therefrom. These days off may be averaged over a twenty-eight (28) day rotation (i.e., a minimum of four days off within such a rotation), but in general, a day off will be scheduled each week.

**D. Services Requiring Night Call**

Housestaff physicians on services requiring night call shall not be scheduled for night call more than an average of one in every four nights over any twenty-eight (28) day period.

In general, housestaff physicians will not be scheduled for more than eighty (80) total hours per week, including night call and clinics. Housestaff physicians shall not be required to be on duty more than twenty-eight (28) consecutive hours.

**E. Services Based on Shift Work**

Housestaff physicians assigned to the following areas will not be required to work more than six days out of any seven, nor more than twelve hours in a day, nor more than sixty (60) hours per week (including other clinic responsibilities which the housestaff physicians may have): Labor & Delivery, Adult and Pediatric Emergency Services, Ambulatory Screening Clinic, Radiology, and other areas requiring shift work. Labor and Delivery may continue on a "three-on, one-off" basis, but not more than 20 (twelve hour) shifts per twenty-eight (28) day rotation shall be scheduled.

**F. Night Float Services**

For housestaff physicians working night float, the above eighty (80) hour weekly limit shall apply, including clinics. In general, night float shifts shall not exceed twelve hours. At least one day off in seven will be scheduled.

**G. Preparation of Schedules**

Housestaff physicians' schedules, including call lists, days off (at least 1 in 7) and compensatory days off, will be available at least seven days in advance of the start of each rotation, and a copy will be posted in each department office. It is understood that schedules may have to be adjusted later because of emergencies or other unforeseeable circumstances.

**H. Breaks**

Each department shall provide coverage for housestaff physicians on duty such that housestaff physicians will have at a minimum a break of one-half hour per eight hours worked. This break must be approved by the supervisor and must not jeopardize patient care, but will not be unreasonably refused.

**I. Implementation**

Whenever additional monies are required to comply with the above hour's limitations, the County agrees to appropriate the necessary funding in its annual budget.

All departmental chairpersons and residency/fellowship program directors will be provided with a copy of the House Staff Association Collective Bargaining Agreement and reminded of their responsibility to comply with the hour's limitations.

The departmental hours & schedules committees established above will work to implement the above hour's limitations on an ongoing basis to accommodate the clinical and educational circumstances in each department and service, and will prepare recommendations to the County Board through the appropriate department regarding additional staffing which may be required in the annual budget.

It is understood that where the provision of adequate clinical services requires the scheduling of housestaff physicians beyond the above hours limitations, such additional services shall be provided and compensated on a "moonlighting" basis.

R.R.C. requirements and guidelines regarding duty hours and work load will be adhered to by the County, but this will in no way lessen the County's obligation to comply with stricter limits which may be stipulated in this Agreement.

In all cases, time off and compensation for time off will be limited by specialty Board requirements, and there shall be no additional paid time extended at the end of the Residency contract year, except for maternity/paternity and medical leave, or where approved by the Chief Operating Officer and Medical Director.

"Physicians must have a keen sense of personal responsibility for continuing patient care, and must recognize that their obligation to patients is not automatically discharged at any given hour of the day or any particular day of the week. In no case should the resident go off duty until the proper care and welfare of the patients have been ensured. Duty hours and night and weekend call for residents must reflect the concept of responsibility for patients and provide for adequate patient care. Residents must not be required regularly to perform excessively difficult or prolonged duties."

### **Section 3.3 Off-Duty Employment:**

Housestaff physicians may not be engaged in other employment that conflicts with their normal duty hours, or that averages more than (20) hours per week in an academic year. Dual employment will also include self-employment, and practices or services rendered by professional persons. Failure to abide by the above regulations concerning dual employment will be cause for disciplinary action up to and including discharge, pursuant to Article IX.

When the Hospital administration decides that housestaff physicians are needed to perform additional work within the Hospital for extra compensation ("moonlight"), all such opportunities shall be rotated among qualified housestaff physicians in Stroger Hospital training programs who hold permanent licenses in the State of Illinois and have been properly credentialed as service physicians on the Stroger Hospital medical staff. Selection of housestaff physicians to perform such additional work shall be nondiscriminatory as defined in Article XII, Section 12.1 of this Agreement. All housestaff physician applications for moonlighting privileges will be handled promptly and fairly, and according to due process, and housestaff physicians shall have the right to know the status of their applications at any stage of the process. Housestaff physicians will receive a minimum of \$57.22 per hour of moonlighting work.

If moonlighting opportunities are supervised directly by attending staff, and such opportunities are part of the department's educational program, housestaff physicians holding temporary licenses may moonlight, provided that doing so is consistent with applicable immigration laws. Denial of moonlighting due to J-1 immigration concerns shall not be grievable. In apportioning moonlighting opportunities between Stroger housestaff physicians and attending and service physicians with 50% or greater appointments, no less than one-half such opportunities shall be offered to housestaff physicians with the skills necessary for the particular clinical area where the opportunities exist.

In examining a particular housestaff physician's off-duty work schedule, appropriate consideration will be given to work assignments which are full day/night call and known to contain light volume and/or ample opportunities for rest. It is understood that these situations do not equal high volume, intense working hours on a one hour for one hour basis.

It is understood that off-duty employment may not be appropriate during assignments to labor intensive areas or activities. These labor intensive areas or activities will be specified in writing for each department by the department chairperson with input from the departmental hours & schedules committee. It is also understood that off-duty employment may not be appropriate for housestaff physicians with verified substandard performance and/or lack of adequate medical knowledge.

It will be the responsibility of each employee engaged in dual employment to have on file at all times a dual employment form reflecting his or her current dual employment status. Approval of the appropriateness of off-duty employment shall be the responsibility of the housestaff physician's Program Director; such approval shall not be unreasonably withheld. At the end of each rotation, housestaff physicians must submit a detailed listing of all such hours, worked within and outside of John Stroger, Jr. Hospital to their Program Director.

A general County hiring freeze will not apply to Stroger Hospital salaried housestaff physicians who apply for service physician credentials for the purpose of off-duty employment, unless specifically covered.

**Section 3.4 Reduced-Time Residency:**

Each department will make available to housestaff physicians, subject to the requirement of their accreditation boards, and the prior approval of the Medical Director, the option of a reduced-time, extended residency in which training can be done as little as on a half-time basis. This reduced-time, extended residency will be at the discretion of the respective program director, and it will not be unreasonably refused. Housestaff physicians in reduced-time programs shall be covered by this Agreement.

**Section 3.5 Out of Title Work:**

Housestaff physicians will not be consistently required to perform out of title work. Out of title work includes but is not limited to that which is routinely performed by or appropriate to the positions of any non-physician personnel such as lab or EKG technicians, respiratory therapists, clerks, messengers, aides, transporters, IV or blood drawing technicians or personnel, social workers or nurses. The County will undertake to ensure staffing levels appropriate to avoid the performance of such out of title work.

**ARTICLE IV**

**Paid Leaves and Leaves of Absence**

**Section 4.1 Holidays:**

Housestaff physicians shall be entitled to be off with pay for the following Hospital Holidays or equivalent

New Year's Day	Labor Day
Dr. M. L. King Jr's Birthday	Columbus Day
President's Day	Veterans' Day
Lincoln's Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	

In addition, each housestaff physician will be eligible for a floating holiday which he/she can schedule in advance subject to operational needs. Housestaff physicians may be required to work on the Hospital Holidays. If housestaff physicians do work on a Holiday, a compensatory day off shall be scheduled elsewhere, in the same rotation. Each department will be responsible to ensure the scheduling and compliance of the compensatory day off and the floating holiday.

If reasonable, housestaff physicians may use accrued compensatory days for the purpose of religious holiday observations.

#### **Section 4.2 Vacation Leave:**

Twenty-eight (28) calendar days of vacation are to be scheduled by the Hospital, except where a specialty board requires more than forty-eight (48) weeks of active work during any year, in which case the housestaff physicians shall receive additional pay in lieu of vacation time for any time worked beyond 48 weeks. With approval of the Department Chairperson involved, a housestaff physician may elect to defer his/her vacation time until the following year, with a maximum vacation accumulation of fifty-six (56) days. Such approval will not be unreasonably withheld. A housestaff physician may elect to take vacation time in advance of that which has been earned, up to twenty-eight (28) days per year; however, should a housestaff physician's employment be terminated, payment for vacation time used and not yet earned will be deducted from the salary which the housestaff physician is due.

Housestaff physicians will receive notice of their vacation dates as soon as possible prior to the beginning of each training year. With prior approval of the respective program director, vacations can be scheduled at the request of the housestaff physician in blocks of seven days. Housestaff physicians scheduled for vacation during the first four rotations of each training year will receive notice of their vacation dates at least thirty (30) days prior to the beginning of the training year. It is understood that emergency situations may affect compliance with this provision.

If a housestaff physician's vacation includes a hospital holiday as listed in Section 4.1 of this article, a compensatory day off will be scheduled within fifty-six (56) days of the end of the vacation.

#### **Section 4.3 Bereavement and Related Leave:**

Housestaff physicians will be granted up to three days paid bereavement leave, on days which would have normally been worked, for death in the immediate family or household. When appropriate, housestaff physicians may also be granted up to three additional days leave prior to an anticipated death in the immediate family or household. In certain hardship cases, the Department Chairperson may allow the housestaff physician to draw additional time, as appropriate. Any additional time beyond the three days paid bereavement leave may be taken as paid vacation, paid sick time (if appropriate) or unpaid leave.

#### **Section 4.4 Sick Leave:**

During the first year of employment, housestaff physicians will be advanced twelve (12) sick days at the time of employment; however, no additional days will be accrued during the first year. Thereafter, housestaff physicians will accumulate credit for sick leave at the rate of one day a month for each month of service during which the housestaff physician is in an active pay status for at least eleven (11) working days. Sick leave may be accumulated to a maximum of one hundred twenty (120) working days. Up to the housestaff physician's accumulated sick leave credits, a housestaff physician prevented from working due to his/her illness or injury (other than occupational illness or injury), or illness in his/her immediate family shall be entitled to receive sick pay for each day the housestaff physician would have worked. Sick leave is not to be used by housestaff physicians as vacations or simply to take time off with pay. Housestaff physicians will be allowed to use any accumulated sick leave for maternity or paternity leave.

Due to the nature of the job, in cases of severe illness of a housestaff physician which may be work related, such as hepatitis, housestaff physicians may be granted sick leave with pay beyond that which they have accrued. However, sick leave which may be used in these instances will be paid retroactive through the one day per month accrual as described above until such time as the housestaff physician has

reached a zero balance. It is further recognized that continued stress may produce conditions where use of sick leave by the housestaff physician would be judged appropriate.

Should a housestaff physician's employment be terminated, payment for sick time used and not yet earned shall be deducted from the salary which the housestaff physician may be due. Termination or resignation forfeits the right to any accrued sick leave unless reinstated as a Cook County employee within 30 calendar days.

Each department or program will establish a reasonable written policy and procedure for replacement of housestaff physicians with unexpected illness.

In those departments where the nature of the work necessitates coverage by housestaff physicians for other housestaff physicians who call in sick, the housestaff physician covering will be compensated for hours worked on a pro rated salary schedule based on fifty-six (56) hours of work per week. However if the housestaff physician who calls in sick is required to "pay back" for the time off, then the previously ill physician will be compensated at the above rate, if the compensated hours are over and above this housestaff physician's regularly scheduled hours. Reasonable policies and procedures for the implementation of this section will be developed in each department's Hours and Schedules Committee.

#### **Section 4.5 Doctor's Statement:**

A housestaff physician who has been off duty for five consecutive days or more for any health reason will be required to provide a doctor's statement as proof of illness, and may be required to undergo examination by the Facility's or County physician before returning to work.

If indicated by the nature of a health related absence, examination by a facility physician may be required to make sure that the housestaff physician is physically fit for return to work.

#### **Section 4.6 Family and Medical Leave:**

Family and Medical Leave as described in this Section does not diminish other leaves contained in this contract.

An eligible employee may take approved unpaid family and medical leave of up to twelve (12) weeks per rolling twelve (12) month period as set forth below.

1. An eligible employee is one who has been employed by the County for the past 12 months and who has worked at least 1250 hours during the twelve month period preceding leave commencement.
2. The circumstances under which an approved leave may be taken are as follows:
  - a. upon the birth of the employee's child;
  - b. upon the placement of a child with the employee for adoption or foster care;
  - c. when the employee is needed to care for a child, spouse, parent, or parent-in-law who has a serious health condition; or



- d. when the employee is unable to perform the functions of his or her position because of a serious health condition; or
- e. **upon qualifying exigencies arising out of the fact that the employee's spouse, son, daughter or parent is on active duty or called to active duty status as a member of the National Guard or Reserves in support of a contingency operation.**

A serious health condition is any illness, injury, impairment or physical or mental condition that requires inpatient care or continuing treatment by a physician.

3. If an employee has accrued sick, personal, paternity, or maternity leave which applies to the reason for the desired leave, such leave must be exhausted before the County will grant unpaid leave under this provision. Any such use of that leave also shall be considered family and medical leave and will be deducted from the twelve (12) week total available under this section and the Family and Medical Leave Act.
4. When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide notice in writing at least thirty (30) days prior to the start of the leave or, if these events require leave to begin in less than thirty (30) days, or if the need for the leave is not foreseeable, as soon as practicable.
5. The County may require medical certification to support a claim for leave for the employee's own serious health condition or to care for a seriously ill child, spouse or parent. For the employee's own medical leave, such certification must include a statement that the employee is unable to perform one or more essential functions of his or her position. For leave to care for a seriously ill child, spouse or parent, such certification must include an estimate of the amount of time the employee is needed to provide care. In its discretion, the County may require a second medical opinion and periodic recertifications at its own expense. If the first and second opinions differ, the County, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the County and the employee.
6. If certified medically necessary for a serious health condition, leave may be taken on an intermittent or reduced leave schedule. If leave is requested on such a basis, however, the County may require the employee to transfer temporarily to an alternative position at the same rate of pay.
7. Any employee who is granted an approved leave of absence under this provision may maintain group health insurance coverage by paying to the County before the end of the preceding month his/her contribution to the cost of that insurance. If the employee maintains such coverage, the County will continue during the leave period to make any contributions it would otherwise make pursuant to other provisions of this Agreement. If the employee elected not to return to work upon completion of an unpaid leave, the County may recover from the employee the cost of such payments made by the County, unless the employee's failure to return is for reasons beyond his or her control.

#### **Section 4.7 Leaves of Absence:**

A housestaff physician may be granted a leave of absence without pay by the Department Chairperson, subject to the Chief Operating Officer, with the written approval of the Comptroller of Cook County. Such leave shall be intended to take care of emergency situations and shall be limited to one (1) month for every full year of continuous employment by the County, not to exceed one (1) year, except for military service.

A housestaff physician desiring a leave of absence shall make written application to his/her Department Chairperson. If approved by the Department Chairperson and the Medical Director, the application will then be forwarded to the Cook County Comptroller for consideration. The application shall include the purpose for the leave of absence and the dates for which the leave is requested.

A housestaff physician granted a leave of absence shall be eligible, when such leave expires to receive the same salary as was received at the time the leave was granted.

Up to two years leave of absence, without pay, may be granted to housestaff physicians in order to further their education, subject to the approval of the Chief Operating Officer and Medical Director.

If approved, the application will be sent to the Cook County Comptroller for consideration. Any interruption of the housestaff physician's training program shall be adjusted, prior to leave of absence, by his/her Department Chairperson and the housestaff physician.

#### **Section 4.8 Professional Conventions, Meetings and Workshops:**

- A. Whenever the County elects to send housestaff physicians as representatives to professional meetings, conventions or workshops, or when a housestaff physician is presenting a paper at such a professional event, special time off without loss of pay will be granted, and the County will pay the expenses in accordance with its rules and regulations governing such expenses for all employees. When a paper is being presented approval may be granted for one housestaff physician to attend.
- B. Subject to the approval of the department chair as to the scheduling and the appropriateness of the meeting, housestaff physicians will be allowed one week of academic leave per academic year, beginning July 1 and ending June 30, without loss of salary for attendance at professional conventions, workshops and meetings. For each such leave, effective the FFPPA July 1, 2000, a housestaff physician is to be promptly reimbursed for his/her expenses up to \$925.00 for the 2002-2003 academic year and up to \$950 in 2003/2004. The County will, for the exclusive use of the benefits described in this paragraph 4.8b, earmark a minimum of \$100,000 annually. Exhaustion of this fund will in no way negate any resident's rights to benefits under this paragraph.
- C. Other special time off, with or without loss of pay, may be granted to any housestaff physician to attend appropriate meetings, workshops or conventions at the discretion of the County, which will determine if any of the expenses of the meeting will be paid by the County. General guidelines for reimbursement will include: a total of up to \$700 for housestaff physicians. For PG-IVs and above and Chief Residents, the \$700 maximum can be exceeded with proper documentation to the Department Chairperson and Medical Director.

These amounts represent a total annual benefit, which can be utilized in partial amounts for different conferences. Reimbursement for conference expenses may be given in advance with appropriate notice and documentation. All reimbursements will be made promptly, generally within 30 days.

- D. The amount of funds available for reimbursement for conference leave will be made available to the Association on a hospital and departmental basis upon request and July 1.
- E. It is understood that PG-IIs, -IIIs and -IVs may require several days over their three-year period of service to interview for permanent employment. In recognition of this situation, housestaff physicians will be allowed to apply unused vacation or holiday time for this purpose, with the prior approval of their Department Chairperson. It is understood that any expenses related to the interview are the responsibility of the housestaff physician.
- F. All payments in this section are to be consistent with Article VII, Section 7.7 of this Agreement.

**Section 4.9 Maternity and Paternity Leave:**

Housestaff physicians shall be granted maternity and paternity leave to cover periods of pregnancy, newborn child care, and/or newly adopted child care. Housestaff physicians shall be allowed to use any accumulated sick leave, vacation time and paid holidays for maternity and paternity leave as described in Article IV, Sections 4.1, 4.2, 4.4. Upon request, housestaff physicians shall be granted up to six months leave of absence without pay, in addition to the above accrued paid time, for maternity and paternity leave as described in Article IV, Section 4.6. Such leave of absence may be renewed by the department chairperson.

Maternity and paternity leave shall be scheduled in consultation between the department chairperson and the housestaff physician. Scheduling shall not be contingent upon the rotation cycle, although that may be one factor used in determining the dates of the leave. A housestaff physician who shall require maternity and paternity leave shall inform her/his department chairperson no less than three months prior to the expected date of delivery, and shall present a signed statement from the expectant mother's physician or other health care provider starting that date.

A housestaff physician who will require maternity leave will present documentation from her health care provider that she is able to continue at or return to work. Her health care provider shall specify in writing the latest date maternity leave shall commence.

All efforts will be made to allow housestaff physicians who are pregnant, upon their request and with proper notification to their departments and documentation from their health care provider, to be assigned electives, schedules and rotations appropriate to their condition, and to be relieved of a reasonable amount of night call, and to be removed from exposure to harmful disease, radiation and chemicals. Such requested changes shall be in conformance with the rules of the housestaff physician's board.

Pregnant housestaff physicians may continue to work as long as they can perform their modified duties in such a way as to meet satisfactory levels appropriate to their specialty board and departmental requirements before they use accrued paid leave time.

A housestaff physician who has been absent due to maternity leave shall be eligible for reinstatement as soon as her health care provider deems her able to resume her regular duties. The housestaff physician shall report to work with a written statement from her health care provider advising that she is physically capable of returning to her duties.

Upon return from maternity or paternity leave, the reinstatement rights of a housestaff physician shall be identical to those of an employee returning from an ordinary disability leave.

## **ARTICLE V**

### **Other Benefits**

#### **Section 5.1 Working Environment:**

All services requiring that housestaff be present overnight in immediate proximity to a patient care unit will provide call rooms sufficient to accommodate all housestaff on call with a proper bed, and with appropriate privacy, quiet and bathroom facilities, as well as secure lockers.

At a minimum, on-call rooms for housestaff physicians who are required to respond to emergency codes will be located in the same building as the patients.

The County will provide space for a housestaff lounge in the main hospital, and the lounge will have two working telephones, a television, a couch, a clean refrigerator, a microwave, and a coffee maker.

Individual mailboxes will be provided in each department or division office for the housestaff physicians employed in that department or division. Copies of all notices to housestaff physicians shall either be hand delivered or placed in their mailboxes.

The County will provide housestaff physicians with a computer terminal on the Hospital's current network, in close proximity to each of the call rooms, and in the housestaff lounge, in order to permit 24-hour access to patient data.

#### **Section 5.2 Association Needs:**

The Association will be provided with office and meeting space at no charge within the Hospital complex. This section will remain in effect for the duration of this Agreement regardless of affiliation or merger as set forth under Article XIV.

**Section 5.3 Meals:**

Housestaff physicians will be provided with three hot meals in the cafeteria each day of the week, and will be permitted up to five guest meals per month free of charge in the cafeteria. They also will be provided with the opportunity to purchase other food from various outside vendors. At least four telephones will be installed and maintained in the cafeteria. Housestaff Physicians also will be provided with a midnight snack via the refrigerator in the lounge.

**Section 5.4 Lab Coats and Scrub Suits:**

At the time of initial hire, housestaff physicians shall be furnished four lab coats free of charge and, during their employment, replacements shall be furnished free of charge when the condition of the uniform so warrants. Such lab coats also shall be laundered by the County free of charge. Four sets of scrubs will also be provided to each housestaff physician on an annual basis, free of charge, for use outside the OR and restricted areas. Additionally, scrubs will be available on a 24-hour basis in surgical, obstetrical and other restricted areas.

**Section 5.5 Parking:**

The County will provide housestaff physicians with 24-hour parking access in the new parking garage at Wood and Polk Street to the extent space is available given the long hours that they are scheduled to work, and the number of spaces and employees. The garage has an attendant on duty 24 hours per day, and after-dark escort service will be available on request. The cost to housestaff physicians will be competitive and no more than that charged to employees in other bargaining units.

**Section 5.6 Pagers:**

Upon commencement of employment, each housestaff physician will be provided with a digital pager and the housestaff physician will assume the cost of replacing pagers lost through personal negligence. The cost of such replacements, if obtained from the County, will not exceed \$75.00, or the current market value of pagers plus a \$25.00 reprogramming charge. Housestaff physicians may also use personal pagers as long as the pager number is kept current with hospital Communications and Medical Education.

**ARTICLE VI**  
**Insurance**

**Section 6.1 Malpractice Protection:**

The County shall indemnify all employees involved in direct patient care at all Cook County Health Facilities in accordance with Cook County Ordinance 80-0-1, as adopted by the Cook County Board of Commissioners on January 7, 1980 and amended thereafter, attached hereto as Appendix C.

**Section 6.2 Hospitalization Insurance; Employee Contributions:**

- A. The County agrees to maintain the current level of employee and dependent health benefits that are set forth in Appendix D as revised by this Agreement and specifically described in Appendix D. Until June 1, 2008, employees who have elected to enroll in the County's PPO health benefits plan shall contribute, in aggregate, by offset against wages, an amount equal to one and one-half percent (1-1/2%) of their base salary as a contribution against premiums. Until June 1, 2008,

employees who have elected to enroll in the County's HMO health benefits plan shall contribute, in aggregate, by offset against wages, an amount equal to one-half percent ( $\frac{1}{2}\%$ ) of their base salary as a contribution towards premiums with a maximum contribution of \$8.00 per pay period. Effective June 1, 2008, the employee contributions shall be the following percentages of their base salary:

**HMO**

- 0.5% for employee coverage
- 0.75% for employee and children coverage
- 1.00% for employee and spouse coverage
- 1.25% for family coverage

**PPO**

- 1.5% for employee coverage
- 1.75% for employee and children coverage
- 2.00% for employee and spouse coverage
- 2.25% for family coverage

All rules and procedures governing the calculation and collection of such contributions shall be established by the County's Department of Risk Management, after consultation with the Association. All employee contributions shall be established by the County's Department of Risk Management, after consultation with the Association. All employee contributions for Health Insurance shall be made on a pre-tax basis.

- B. In the event that the County agrees to or acquiesces in more favorable treatment to any individual or group covered by the County health insurance, with respect to the health benefit plan, employee contribution levels, cost of living increases scheduled to go into effect on June 1, 1994, and January 1, 1995; Association members shall receive the more favorable treatment as well.
- C. Until December 1, 2007, HMO prescription co-pay will be \$5.00 generic/\$10.00 brand name per prescription (\$5.00 if no generic is available). The Employer will provide a mail order prescription program. There shall be a prescription co-pay of \$5.00 generic/\$10.00 brand name per 90 day supply for mail order prescription drugs. Effective December 1, 2007, prescription drug co-pays shall be \$7.00 generic, \$15.00 formulary, \$25.00 non-formulary, and double those amounts for a 90 day mail order supply.

**Section 6.3 Life Insurance:**

All employees shall be provided with life insurance in an amount equal to the employee's annual salary (rounded to the next \$1,000), at no cost to the employee, with the option to purchase additional insurance up to maximum of the employee's annual salary. No life insurance shall be offered through the County's HMO plans.

**Section 6.4 Dental Plan:**

All employees shall be eligible to participate, at no cost to them, in the dental plan as set forth in Appendix E as revised by this Agreement and specifically described in Appendix E. No dental coverage shall be offered through the County's HMO plans.

**Section 6.5 Vision Plan:**

All employees shall be eligible to participate, at no cost to them, in the vision plan as set forth in Appendix E as revised by this Agreement and specifically described in Appendix E. No vision coverage shall be offered through the County's HMO plans.

**Section 6.6 Hospitalizations - New Hires:**

All new employees covered by this Agreement shall be required to enroll in the County HMO plan of their choosing, such enrollment to be effective from the date of hire through the expiration of the first full health plan year following such date of hire.

**Section 6.7 Health Insurance Committee:**

The County agrees to form a standing committee with representatives of the Association to meet on a quarterly basis thereafter until termination of this Agreement, for purposes of (i) discussing and assessing any problems with such health insurance program, and arranging meetings with health insurance providers if deemed necessary for the correction of such problems, (ii) assisting employees in making informed decisions about the health insurance coverage available to them, and (iii) discussing any appropriate long-range planning in respect of health insurance coverage for employees.

**Section 6.8 Disability:**

Ordinary disability benefits will be provided in accordance with the rules and regulations of the Cook County Employees' Annuity and Benefit Fund. Upon termination, coverage for housestaff physicians and dependents shall be consistent with the Consolidated Omnibus Budget Reconciliation Act.

Further, the County agrees to provide additional disability benefits to housestaff physicians covered by this Agreement. In this regard, the County will pay to the House Staff Association Benefit Trust a sufficient amount to pay for \$30,000 of disability coverage for each eligible covered housestaff physician.

One month premium will be paid to the Trust on the first day of each month for that month's premium. The County will also provide the clerical and administrative staff to the Trust necessary to administer this disability benefit. A description of the actual benefits to be provided by the trust will be distributed to the housestaff physicians in a summary plan description.

**Section 6.9 Workers' Compensation:**

Housestaff physicians incurring any occupational illness or injury will be covered by Workers' Compensation Insurance benefits. Housestaff physicians in need of medical and surgical services arising

from an occupational illness or injury may elect to secure their own physician, surgeon and hospital services at the County's expense, except as so ordered by the State of Illinois Industrial Commission.

Since the County is responsible for benefits payable in respect to disability due to occupational illness or injury, the County may monitor the medical services provided for an employee disabled due to such an illness or injury.

**Section 6.10 Insurance Opt-Out:**

Effective the FFPPA 12/01/99, the Employer agrees to pay \$800.00/year to eligible employees who opt-out of the Employer's health benefit program. The \$800.00 will be paid in one lump sum at the beginning of each fiscal year. Prior to opting-out of such program, the employee must demonstrate to the Employer's satisfaction that he/she has alternative health coverage. Any employee electing to opt-out of the Employer's health benefit program may request that in lieu of a payment to the employee, this amount be credited to a medical flexible spending account. Eligible employees who lose their alternative healthcare coverage may enroll in or be reinstated to the Employer's health benefit program. **The insurance opt-out payment does not apply to County employees who are married to other County employees or who are registered domestic partners with other County employees and who maintain coverage on their spouses or registered domestic partner's County insurance.**

**ARTICLE VII  
Education**

**Section 7.1:**

According to the ACGME: "Each residency program must establish formal policies governing resident duty hours and working environment that are optimal for both resident education and the care of the patients". It further states that Program requirements relating to duty hours and on-call schedules will be based on educational rationale and patient need, including continuity of care. The educational goals of the program and learning objectives of residents must not be compromised by excessive reliance on residents to fulfill institutional service obligations. Duty hours, however, must reflect the fact that responsibilities for continuing patient care are not automatically discharged at specific times. Programs must ensure that residents are provided back-up support when patient care responsibilities are difficult and prolonged. Resident duty hours and on-call schedules must not be excessive. The structure of duty hours and on-call schedules must focus on the needs of the patient continuity, of care and the educational needs of the resident. Duty hours must be consistent with the General and Special Requirements that apply to each program."

The County recognizes that County residency programs must provide a working environment that is optimal for both resident education and the care of patients. Providing education, training and health services of the highest quality must be a major mission of County hospitals and clinics. Educational goals of the programs and learning objectives of residents and fellows must not be compromised by excessive reliance on residents to fulfill institutional service obligations.

It is recognized by all parties that Stroger Hospital and the directors of its graduate medical education programs have responsibility for the educational process and curriculum, and are accountable for this to the ACGME and to the housestaff physicians in these programs.



**Section 7.2:**

The resident physician membership on the Stroger Hospital Graduate Medical Education Committee (GMEC) required of all training institutions by the ACGME shall be determined by the Association which shall have at least two members on the GMEC. The County will notify the Association if the Association fails to appoint two members or if either or both members so appointed do not regularly attend GMEC meetings. Should the Association fail to cure this problem after 30 days notice, the Associate Medical Director can appoint member(s) for the remainder of the academic year. It is understood that at present the GMEC at Stroger Hospital is constituted jointly by a medical staff committee and the Medical Education Committee and that under these circumstances, the housestaff physicians GMEC membership consists of the Association members of this committee.

**Section 7.3:**

If Stroger Hospital enters into a major affiliation or merger agreement with a university in accordance with Article XIV, the resident physician members of the Stroger Hospital GMEC shall be included in any bridging or transitional joint Stroger Hospital-university GMEC. Upon the implementation of such affiliation or merger, if the Association is no longer recognized as collective bargaining agent for the housestaff physicians, the housestaff physician members appointed by the Association shall nevertheless complete their full terms. It is understood that under these circumstances, these members would continue after implementation in their individual capacities, and not as representatives of a collective bargaining agent.

**Section 7.4 Academic Center and Reading Room:**

Until key fobs (accessible remotely) are available to housestaff physicians so that they can access patient records and journals, the Academic Center shall be made available to housestaff physicians during the following hours of operation:

Monday through Thursday:	7 a.m. - 10 p.m.
Friday:	7 a.m. - 7 p.m.
Saturday:	9 a.m. - 5 p.m.
Sunday:	10 a.m. - 5 p.m.

Effective when key fobs (accessible remotely) are available to housestaff physicians so that they can access patient records and journals, the hours of operation for the Academic Center shall be as follows:

Monday through Friday:	8 a.m. - 7 p.m.
Saturday:	10 a.m. - 3 p.m.

The County agrees to furnish and maintain the following facilities for housestaff use in the Academic Center: Medline system for medical literature searches; hospital computer terminal to permit access to patient data; a typewriter for correspondence and completing forms; an IBM PC compatible computer for working processing; and a laser or laser-quality printer.

During other times a key will be available for the administrator on duty, through a sign-out system, to housestaff physicians at the level of chief resident or equivalent (including fellows).

Housestaff physicians will be permitted to use the duplicating facilities of the Academic Center for individual educational materials, other than copying of books, with no page limitation and without charge, so long as their usage is reasonable and does not violate applicable copyright laws, for their personal use without charge so long as their usage is reasonable and does not violate applicable copyright laws. The County shall make a reading room in the hospital available to housestaff physicians 24 hours per day, containing table, chairs, lighting and bookshelves.

**Section 7.5 Didactic Support:**

To encourage and facilitate housestaff attendance at educational lectures and conferences, housestaff physicians will be regularly given at least three hours per week to attend lectures, and coverage for housestaff responsibilities will be provided when necessary to allow this attendance. At the beginning of each academic year program directors will provide their housestaff physicians with a written statement as to the program's expectation in regard to the housestaff physician's participation in required and elective didactic sessions. The program director will also provide a statement as to what will be done by the respective program to provide coverage for housestaff responsibilities and to facilitate housestaff physician participation in these didactics.

**Section 7.6 Life Support Courses:**

The County shall provide each housestaff physician with a course in basic Cardio-Pulmonary Resuscitation (CPR) and Advanced Cardiac Life Support (ACLS) without charge. The Pediatric Advanced Life Support (PALS) will be made available free of charge to all housestaff physicians who care regularly for children, including those in pediatrics, family practice and emergency medicine.

**Section 7.7 Educational Allowance:**

Each housestaff physician will be allowed, per academic year, up to \$950 for the reimbursement of any receiptable academic expenditures including reimbursement of expenses for conferences, ~~licensing examinations required by a housestaff physician's department for promotion and retention~~, seminars, review courses, books **computers, electronic aids capable of accessing and storing medical and pharmaceutical reference material** or for other expenses appropriately related to medical training. This allowance may be used for courses in medical Spanish, or other medical languages at Stroger Hospital discretion, provided that the course work is taken in the United States. ~~This allowance also may be used for the purchase of a personal digital assistant E up to the lesser of the maximum amount the County Reimbursement policy allows, or \$400.00.~~ Such expenditures will be reimbursed promptly upon presentation of receipts to the housestaff physician's program director.

A housestaff physician may submit a request for reimbursement any time as long as it is submitted at least 60 days prior to the completion of the program.

**Section 7.8 Academic Fund:**

If there are unspent funds from the \$100,000 annual allotment described in Article IV, Section 4.8b, paragraph #3, these funds will be made available to be spent for the academic benefit of housestaff, by a committee composed by the Director of Medical Education and the Chief Librarian, and two housestaff physicians designated by the Association. Expenditures will be based on the mutual approval of both groups.

## ARTICLE VIII Security of Employment

### **Section 8.1 Training Programs:**

The County recognizes that the Association is composed primarily of licensed physicians providing medical service and participating in a comprehensive training program. The County agrees that any program it maintains in the inpatient and outpatient areas of the Hospital shall be approved by the appropriate accrediting organization. Housestaff physicians employed by the Board in a particular specialty training program shall advance to the succeeding postgraduate levels of that program and **shall receive** reasonable recommendations for board certification unless the housestaff physician is discharged for cause or his departmental director, based on the regular evaluation procedures, **detailed below**, determines that the housestaff physician is incompetent in the performance of the responsibilities at the Hospital. Exceptions to this are the transitional program, and entering fellowships. These programs are for only one year.

### **Section 8.2 Evaluation:**

Copies of all written documents, letters and evaluations regarding the employment record of any housestaff physician shall be kept in one centrally located official file. Upon reasonable notice, any housestaff physician shall have access to and will be permitted to make copies of any information or documents contained in his/her official file. Letters of recommendation written by representatives of the County concerning housestaff physicians shall not be inconsistent with the contents of his/her official file. In addition, all intra and inter-departmental communications written by County representatives concerning a housestaff physician's job performance shall be discussed with the housestaff physician, upon request, as soon as practical. Said file shall be considered closed and no information or documents may be added to or subtracted from it more than 30 calendar days after completion or termination of the housestaff physician's employment at the Hospital, with the exception that all letters of recommendation thereafter written on behalf of a housestaff physician by a representative of the County shall be incorporated in the file, and where a forwarding address has been placed in the official file, a copy shall be forwarded to the housestaff physician. Within 30 calendar days from the completion or termination of any housestaff physician's employment, a copy of all documents or items contained in this official file, each page of which shall be dated, shall be forwarded to the housestaff physician upon written request. All information or documents in this file which are concerned with or related to the performance of the individual housestaff physician shall be reasonably related to the overall competence of the individual housestaff physician in the performance of his clinical duties and in the fulfillment of his training responsibilities at the Hospital.

### **Section 8.3 Times of Evaluation:**

Each housestaff physician shall be evaluated on each rotation of duty, but not less than every 2 months, by completion of a written and oral evaluation by the immediate supervisory Attending Physician, followed by placement in the housestaff physician's official file a written evaluation for the period being evaluated. Such evaluation will be promptly countersigned by the housestaff physician, with space being provided on the evaluation form for the housestaff physician to attach written commentary, and a statement being included on the form indicating that the housestaff physician's signature thereto does not imply agreement with the contents of the evaluation. The evaluation shall be placed in the housestaff physician's official

file within 30 calendar days after the end of the period of employment being evaluated. It will not be the responsibility of the housestaff physician to secure the evaluations from the supervising attending staff physician and the housestaff physician shall not be requested to seek out his supervising attending staff physician for evaluation.

#### **Section 8.4 Advising and Remediation:**

As part of its responsibility to further the various residency training programs, the County will ensure that each department establishes an advising and remediation program. The purpose of these programs is to prevent difficulties arising for housestaff physicians during some phase of the training process or if difficulties should arise, to remediate them outside of the disciplinary process. Neither advising nor remediation is to be disciplinary or punitive in nature. The Medical Education Committee, or other appropriate form of the ACGME-required Graduate Medical Education Committee, will convene a committee on advising and remediation comprised of equal numbers of attending physicians and housestaff physicians, such housestaff physicians to be appointed in consultation with the Association. The Committee will draw up general goals and guidelines for such advising and remediation.

Each department chair will also convene an advising and remediation committee which will include at least two housestaff representatives from the department. All housestaff members of the committee will be chosen in consultation with the Association, except that the department may include chief residents as part of the committee without such consultation. The Department Chairperson will have the responsibility for reviewing these guidelines and may not alter them unreasonably or without consultation with the departmental committee. The respective department Chair then will act to implement the guidelines as rapidly as possible and to ensure that the guidelines are made known to all housestaff physicians entering or in the department. Departments may choose to fulfill this commitment through their existing Promotions Committee, if such committees are organized consistent with the rest of this section.

#### **Section 8.5 Confidentiality:**

All housestaff physicians' official files shall be kept confidential. Specifically, such files shall not be disclosed, without the housestaff physician's consent, to individuals outside of the departments or offices of Medical Education, Personnel or Labor Relations, and the individual housestaff physician's supervising attending staff physician and departmental director, except where required by law for purposes of accreditation or approval of training or clinical programs. More specifically, housestaff physician's medical evaluation portion of this official file shall not be disclosed to any individual or department outside of the housestaff physician's department or that of Medical Education. The Association shall have access to a housestaff physician's file with the housestaff physician's consent. In the event that an individual housestaff physician's file is disclosed pursuant to law or accreditation, the housestaff physician shall be promptly so notified in writing, including a statement of the purpose of the examination.

#### **Section 8.6 Individual Contracts:**

Prior to the housestaff physician's employment by the County, each housestaff physician shall receive a copy of this Agreement and a written contract not inconsistent with the provisions thereof. The individual contract shall set forth the housestaff physician's salary, post graduate level, term of employment, maintenance of electives and the rotation schedule, which shall not be changed except as permitted by

Article III, Section 3.2. Each housestaff physician shall also receive a service rotation schedule at the beginning of each year's training program, which will indicate the rotation services and the dates of that service, whenever feasible. When exact dates are not feasible the housestaff physician shall still receive a written notice of his/her rotation services for the year. The rotation schedule shall be maintained unless emergency circumstances necessitate a change therein. Notice of the County's changing of a housestaff physician's rotation schedule shall be given to the Association and the individual housestaff physician as soon as reasonably possible. Housestaff physicians shall first be asked to volunteer for such changes; but if no qualified housestaff physicians volunteer for the change, then the program directors will select by lottery from among qualified housestaff physicians, which group will be determined by the program directors in such a manner as not to violate Article XII, Section 12.1, of this Agreement.

**Section 8.7 Renewal of Individual Officer's Employment:**

Housestaff physicians whose appointments are effective July 1st of each year shall be notified by February 1st, and housestaff physicians with any other appointment date will be notified within seven and one-half (7 ½) months thereafter, if their services are not to be renewed for the next year of a given residency program. Earlier notice, if possible, will be given if housestaff physicians' employment is not to be renewed or if they are not to be retained in a training program.

Housestaff physicians must submit all paperwork of which they have been advised regarding renewals and change of status at least 60 days prior to the effective date in order to receive any increased pay commensurate with same on a timely basis. Housestaff physicians who choose not to renew their appointment must submit written notice of that decision to their Program Director by February 1st.

**ARTICLE IX  
Grievance Procedure and Discipline**

**Section 9.1 Policy:**

The provisions of this Article supplement and modify the provisions of the County's Grievance Procedure applicable to all employees.

Disciplinary action will be imposed upon an employee only for just cause and will not be discriminatory. Discipline will be imposed as soon as practicable after the County is aware of the conduct or event giving rise to the discipline and after the County has had a reasonable period of time to investigate the matter.

Disciplinary actions will be initiated when a housestaff physician has committed an infraction of a rule of conduct specified in the County Rules Governing Employee Conduct, or has exhibited behavior deemed dangerous or disruptive to patient care. Discipline will include steps specified in the Rules Governing Employee Conduct, accompanied by counseling where applicable. The level of disciplinary action and/or degree will be appropriate to the infraction committed.

Disciplinary actions will be initiated for just cause, including when a housestaff physician has committed an infraction of a rule of conduct specified in the County Rules Governing Employee Conduct, or has exhibited behavior deemed dangerous or disruptive to patient care.

1. Verbal reprimands shall not be considered in subsequent disciplinary determinations if there are no same or similar incidents within a nine month period.
2. Written reprimands shall not be considered in subsequent disciplinary determinations if there are not same or similar incidents within an eighteen month period.
3. Although suspensions shall not be expunged from an employee's record despite the passage of time, the time which has elapsed since discipline was imposed as well as any subsequent discipline will be taken into consideration in determining the current level of discipline to be administered.

Disciplinary actions in addition to reprimands, suspensions and discharges will be covered by the terms of this Agreement. Examples of such are: transfers from a given patient care area in response to complaints of a supervisor against a housestaff physician; assigning a housestaff physician to more than the customary time in a patient care area because of alleged poor performance; curtailment of a housestaff physician's customary privileges and responsibilities in a given area; probation and/or demotion (e.g., assigning a housestaff physician at a lower PG level). Any of the above actions will be subject to usual disciplinary proceedings and are grievable. Withholding paychecks as a form of discipline will not occur.

**Section 9.2 Definition:**

A grievance is a difference between an employee or the Association and the County with respect to the interpretation or application of, or compliance with, the agreed upon provisions of this Agreement, the County's rules and regulations or disciplinary action and does not include insurance disputes between employees or their dependents and the claims processor, which disputes are covered by a separate appeals process. The grievance must be in writing and should contain a complete statement of the facts and the provision(s) of the contract alleged to be violated, and the remedy requested. A grievance may be filed in the second step if it relates to a discharge, or to a suspension issued by the Department Chair. The County and the Association shall negotiate promptly regarding replacement or modification of any provision which has been declared invalid or unenforceable.

**Section 9.3 Representation:**

Housestaff physicians may take up grievances through steps one to three either on their own and individually or with representation by the Association. If an employee takes up a grievance without Association representation, any resolution of the grievance shall be consistent with this Agreement and the Association representative shall have the right to be present at such resolution. A grievance relating to all or a substantial number of employees or to the Association's own interests or rights with the County may be initiated at step 3 by an Association representative.

**Section 9.4 Grievance Procedure Steps:**

The steps and time limits as provided in the County's Grievance Procedure are as follows:

<u>Step</u>	<u>Submission Time Limit This Step (Calendar days)</u>	<u>To Whom Submitted</u>	<u>Time Limits Meeting</u>	<u>Response</u>
1	30 days	Department Chair	10 days	10 days
2	10 days	Chief Operating Officer	10 days	10 days
3	10 days	Chief, Bureau of Human Resources/ Hearing Officer	10 days	10 days
4	30 days	Impartial Third Party	30 days	30 days

With respect to suspensions exceeding 15 days or non-renewals, at its option, the Association may skip the third step of the grievance process.

**Section 9.5 Time Limits:**

Initial time limit for presenting a grievance shall be thirty (30) days and the same limit shall apply to hearings and decisions at step four. Time limits may be extended by mutual agreement in writing between the employee and/or the Association and the County. If a response is not received within the specified time limit, the grievance will automatically advance to Step 2 or 3 (as applicable), and the Hospital will be responsible for instructing the appropriate party to resolve the grievance in a timely manner.

At each step of the grievance procedure, the appropriate Employer representative shall meet in accordance with the time limits. The primary purpose of the meetings shall be for the purpose of attempting to resolve the grievance. The Employer representative shall be willing, and shall have the authority needed to engage in meaningful discussion for the purpose of resolving the grievance. When the meeting does not result in a resolution of the grievance, the Employer representative shall respond to the Union, in writing, within the time limits provided herein.

**Section 9.6 Impartial Arbitration:**

If the Association is not satisfied with the Step 3 answer, it may within thirty (30) days after receipt of the Step 3 answer submit in writing to the County notice that the grievance is to enter impartial arbitration. If the two parties fail to reach agreement on an Arbitrator within ten (10) days, the County and Association may request the Local Labor Relations Board, American Arbitration Association or the Federal Mediation and Conciliation Service to provide a panel of arbitrators. Each of the two parties will confer within 7 days of receipt of the panel to alternately strike one name at a time from the panel until only one name remains. The remaining name will be the Arbitrator. The Association and the County will make arrangements with the Arbitrator to hear and decide the grievance without unreasonable delay. The decision of the Arbitrator will be binding.

Expenses for the Arbitrator's services and the expenses which are common to both parties to the arbitration will be borne equally by the County and the Association. Each party to an arbitration proceeding will be responsible for compensating its own representatives and witnesses.

The Arbitrator, his/her opinion, will not amend, modify, nullify, ignore or add to the provisions of this Agreement. The issue or issues to be decided will be limited to those presented to the Arbitrator in writing by the County and the Association. His/her decision must be based solely upon his interpretation of the meaning or application of the express relevant language of the Agreement.

**Section 9.7 County Documents:**

All documents relevant to employee conduct, whether generally applicable to County employees or specific to housestaff physicians, including but not limited to codes of conduct, disciplinary procedures, institutional and departmental policies, adaptations of applicable law and regulations, will be provided annually by the County to the Association, with any changes and additions provided in a timely manner.

**ARTICLE X**

**Patient Care and Work Environment**

**Section 10.1 General Principles:**

The parties agree that Cook County has the authority and obligation to make available the highest quality of medical and dental care for patients and to provide and maintain a suitable environment for the practice of medicine for housestaff physicians covered by this Agreement. It must be acknowledged that the inclusion of Article X, Patient Care and Work Environment, provided the opportunity for the County and the House Staff Association to strive for and achieve significant improvements in the quality of patient care provided at John H. Stroger, Jr. Hospital. The attainment of these objectives was often above and beyond the scope of responsibility normally assigned to House Staff Association members in similar teaching circumstances. The County acknowledges the role of the House Staff Association in this area. It acknowledges the benefit and wisdom gained from a continuation of meetings of the Medical Care Review Committee (MCRC) on a monthly basis.

The Medical Care Review Committee is an important component of John H. Stroger, Jr. Hospital's commitment to encourage and facilitate close collaboration between hospital and medical administration and the House Staff Association in a continuing effort to monitor and improve the quality of care delivered to our patients. The County endorses the medical care goals of the Association. Stroger housestaff physicians have an intimate view of the problems arising from patient care, and their input in resolving these problems is desirable and essential.

Because the housestaff members participate very intensively in the delivery of care on a daily basis, they are in a unique position to appreciate and report the way various health care components of the hospital system actually work.



**Section 10.2 Medical Care Review Committee:**

The Medical Care Review Committee will have as its purpose bringing about improvements in the delivery of medical care at John H. Stroger, Jr. Hospital, including the monitoring of established feasible optimal standards. In particular, the Medical Care Review Committee is empowered to monitor and implement standards of ancillary services and medical care as described in this Article X and in Appendix A.

In order to facilitate the provision of the highest quality of patient care at John H. Stroger, Jr. Hospital and its facilities, the Medical Care Review Committee is organized under the following guidelines:

1. Hospital Administration, specifically the Chief Operating Officer, will be responsible for convening its MCRC representatives, and for assuring the necessary communication and follow up. The Association shall be responsible for convening its MCRC representatives.
2. MCRC will meet monthly - on the 2nd Wednesday at 4 p.m. in the Board Room of the Cook County Administration Building, unless another time is mutually agreed upon.
3. Housestaff Association representatives will suggest agenda items for each meeting. An HSA member of the MRC will chair the meeting.
4. The association will record and distribute minutes. Following approval, the monthly MCRC minutes shall be sent to appropriate administrators and faculty.
5. Identified problems will be assigned for resolution during the meeting and reported at subsequent meetings.
6. Membership of the MCRC:
  - a. The Association has seven representatives, including the HSA President and the Chairperson(s) of the HSA Patient Care Committee.
  - b. There are seven Hospital Administration and County representatives, including the following: Chief Operating Officer, Medical Director, Appropriate Deputy Director/s, Director of Ambulatory Services, Director of Nursing and Director of Medical Education. Departmental Directors and Chairpersons will attend particular meetings as appropriate.

The Association and Hospital Administration may invite guests.

The Executive Medical Staff may also send a representative.

Decisions and recommendations will be based on the agreement of the administration members and the association members.

7. Quarterly reports, based on the MCRC minutes, will go to the Cook County Board, the Director of Health Services, the Joint Conference Committee, Executive Medical Staff and the Clinical Department Chairpersons.
8. The Medical Care Review Committee's quarterly report will be placed on the agenda of the Joint Conference Committee. In addition to the Chairperson of the Cook County Board's Health and Hospitals Committee (or their designee), the Board President (or the President's designee) and the Director of Health Services shall be present at that meeting.
9. The Chief Operating Officer will act to expedite actions recommended by the Medical Care Review Committee. Recommendations requiring action by the Cook County Board will be forwarded to the Board President. Accepted recommendations shall be forwarded to the Board with the President's endorsement. (When appropriate, the Board President may act on his/her own prerogative to implement recommendations). Rejected recommendations shall be referred back to the Joint Conference Committee for consideration; The J.C.C. may still approve such recommendations, and refer them on to the Board as it does with other recommendations it approves.
10. Should the Medical Care Review Committee declare the existence of conditions so grave as to be a threat to the health of patients, the Chief Operating Officer will arrange a meeting within ten working days to include the Director of Health Services, Presidents of the County Board, the Association and the Executive Medical Staff with the Committee in order to determine and implement immediate corrective action. It is understood that this avenue, unlike that described under Subsection 9, is an extraordinary one, only to be used if the M.C.R.C. does declare conditions to be "grave" as defined in this subsection.
11. The Medical Care Review Committee shall prepare an annual report to the Chief Operating Officer, the Director of Health Services, Cook County Board, the Joint Conference Committee, the Executive Medical Staff, and the Clinical Department Chairpersons making such recommendations as it sees fit to rectify problems of patient care, shortage of ancillary staff and out of title work. In the event that the Committee cannot reach agreement on a joint report, the HSA reserves the right to submit its own report (as may the Administration.) It is agreed that in any County health facility employing housestaff physicians in the course of their residency training programs, which currently does not have an MCRC, at the request of the Association, the County agrees to negotiate over the formation of an MCRC appropriate to that program or facility.

#### **Section 10.3 Medical Committees:**

The housestaff shall be entitled to representation on special and standing committees of the Medical Staff at the Hospital, with the magnitude of such representation to be determined by the Executive Medical Staff of the Hospital, excepting the committee which may constitute the Graduate Medical Education Committee, on which housestaff representation is governed by Article VII, Section 7.2. Representation on all of the above committees will include full voting rights. Housestaff representatives to the above committees will be recommended for appointment by the Association and appointed by the President of the Executive Medical Staff from those recommended. The County shall not withhold approval of representation of the housestaff on the Executive Medical Staff. Appointed housestaff representatives to these meetings will receive

notification of scheduled meetings one week in advance of the scheduled date. The President of the Housestaff Association, or his/her designated alternate, is a full voting member of the Executive Medical Staff. The HSA President will be afforded the full right of representation without vote on the Joint Conference Committee.

**Section 10.4 Ancillary Services:**

The County recognizes that the provision of minimum levels of ancillary and support services according to defined standards of ancillary and support services is a fundamental institutional responsibility. These services include, but are not limited to, nursing, laboratory, environmental, respiratory therapy, social work, medical records, IV therapy, phlebotomy, clerical support on ambulatory and inpatient units, EKG service, radiology service, interpreter service and the movement of patients and materials about the facility in a timely manner. All efforts will be made to have such services conform to the minimum performance standards listed in Appendix A. The County will continue to provide training programs, when appropriate at least at the current levels, for paramedical personnel so that ancillary and support services can continue to be provided without housestaff physicians being required to regularly perform out-of-title work.

**Section 10.5 Attending Staff:**

In order to make available the highest quality of medical care for patients and to provide and maintain a suitable learning and work environment for housestaff physicians covered by this Agreement, the County will ensure that adequate numbers of attending staff are available at all times to supervise housestaff physicians who are on duty, including having an attending on the premises all hours in the Emergency Room and on Labor and Delivery. Attendings supervising ward services will arrive promptly at the end of call periods and conduct rounds in a timely fashion. Stroger attending staff will be present at all hours in the emergency areas.

Housestaff physicians are responsible for keeping their attending physicians apprised of the patient's conditions and any changes thereof. However, it is understood that the attending physicians are ultimately responsible for the care of the patients.

**Section 10.6 Lay-Off of Patient Care Staff:**

In the event the County in the exercise of its rights, authority, and responsibility for directing its operations and determining policy, contemplates a layoff of persons whose layoff impacts on the patient care responsibilities of employees covered by this agreement, the Chief Operating Officer will notify the MCRC in writing of such contemplated layoff and the positions affected at least 30 days prior to such layoff (except in unforeseen circumstances) and the reasons therefore. As soon thereafter as is feasible, appropriate administration members will meet with the appropriate MCRC members, including housestaff representatives to discuss the reasons for the layoff, the impact and to receive input. Thereafter, the County will make its final decision. The County further agrees that in making such layoffs it shall take into consideration the factor of maintaining a proper level of patient care.

**Section 10.7 Interpreter Services:**

Competent Polish and Spanish interpreters shall be available in all areas at all times and in a timely fashion. A current list of staff and volunteers competent with other languages shall be maintained and shall be made available to all areas.

**Section 10.8 Right of All Patients to a Proper Bed:**

All patients admitted to hospitals operated by the County will go directly to a proper hospital bed and will not be maintained for an unreasonable length of time in improper spaces such as hallways or makeshift rows of gurneys.

**Section 10.9 Stampers:**

The County will provide to each housestaff physician, at the commencement of employment, a ink stamper with the physician's name and pager number. The Association will encourage all housestaff physicians to use these stampers routinely for signing orders and prescriptions.

**Section 10.10 Medical Policy Documents:**

A copy of all new and revised hospital directives will be sent to the Association.

**Section 10.11 Prescription Forms:**

The County will provide prescription forms suitable for presentation at commercial pharmacies, and will maintain up-to-date lists of medications covered by the Medicaid program readily available in clinical areas.

**Section 10.12 Micro Shields:**

All incoming housestaff physicians will be provided at no charge with one micro shield for CPR use.

**Section 10.13 Clinics:**

For each clinic, reasonable standards will be established and enforced regarding clinic schedules, clinical supervision, the number of patients per clinic session and the number of patients per housestaff physician consistent with ACGME standards. Ordinarily, these standards will not be set until the HSA has had an opportunity to provide input. When housestaff physicians are required to work extra shifts (i.e., after hours, Saturdays, etc.), compensatory time will be granted automatically, within the rotation of the shift worked. Any changes to schedules must conform to current contract language on Housestaff physician work hours.

If there are Saturday clinics in OB and Gynecology, in general they should be staffed by service physicians, nurse practitioners and midwives. If housestaff physicians are required to staff these clinics, they will be given a compensatory day off during that four week rotation.

**ARTICLE XI  
Continuity of Operations**

**Section 11.1 No Strike:**

During the term of this Agreement, neither the Association nor any housestaff physician will induce or engage in any strike, slow down, work stoppage, refusal to work, mass absenteeism, mass resignation or picketing which restricts or interferes with any of the County's functions or operations.

**Section 11.2 No Lock-Out:**

The County agrees that it will not lock out its housestaff physicians during the term of this Agreement or any extension thereof.

**Section 11.3 Reservation of Rights:**

In the event of any violation of this Article by the Association or the County, the offended party may pursue any legal or equitable remedy otherwise available, and it will not be a condition precedent to the pursuit of any judicial remedy that any grievance procedures provided in this Agreement is first exhausted.

**ARTICLE XII**  
**Miscellaneous**

**Section 12.1 No Discrimination:**

The County and the Association agree that neither will discriminate against any housestaff physician by reason of race, color, creed, religion, political belief, sex, age, marital status, disability, national origin, place of undergraduate medical education, sexual preference, pregnancy, Human Immunodeficiency Virus (HIV) serostatus or activity on behalf of the Association.

It is the policy of the County of Cook that applicants for employment are recruited, selected, and hired on the basis of individual merit and ability with respect to positions being filled and potential for promotions or transfer which may be expected to develop. Applicants are to be recruited, selected, and hired without discrimination because of race, color, creed, religion, political belief, sex, age, marital status, disability, place of undergraduate medical education, sexual preference, pregnancy, Human Immunodeficiency Virus (HIV) serostatus or national origin.

Furthermore, personnel procedures and practices with regard to training, promotion, transfer, compensation, demotion, layoff or termination are to be administered with due regard to job performance, experience, and qualifications, but without discrimination because of race, color, creed, religion, sex, age, marital status, disability, place of undergraduate medical education, sexual preference, pregnancy, Human Immunodeficiency Virus (HIV) serostatus or national origin.

**Section 12.2 Partial Invalidity:**

In the event any of the provisions of this Agreement will be or become invalid or unenforceable by reason of any Federal or State law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions.

The County and the Association shall negotiate promptly regarding the replacement or modification of any provision which has been declared invalid or unenforceable.

**Section 12.3 Waiver:**

No housestaff physician will have the right to waive the rights and obligations provided by this Agreement.

**Section 12.4 Sub-Contracting:**

It is the general policy of the County to continue to utilize its employees to perform work they are qualified to perform. The County may, however, subcontract where circumstances warrant.

The County will advise the Association at least three months in advance when such changes are contemplated and will discuss such contemplated changes with the Union, pursuant to the Illinois Public

Labor Relations Act of 1984. The County will work with the Association in making every reasonable effort to place adversely affected employees into other bargaining unit positions.

**Section 12.5 Affirmative Action:**

- A. The County and the Association support the need for affirmative action in the recruiting minority housestaff physicians to the Hospital.
- B. Each service at John H. Stroger, Jr. Hospital will send to the House Staff Association and the Black Physicians Association a yearly statement of goals, methods of implementation and achievement in the recruitment of minorities. These statements shall include data on the total number of applicants and number of minority applicants interviewed, ranked and accepted.

**Section 12.6 Comprehensive Orientation & Patient Services Improvement Program:**

The Hospital will implement a Comprehensive Orientation and Patient Services Improvement Program during the time of this Agreement. Details of the program will be discussed with the Housestaff Association prior to implementation.

**Section 12.7 Professional Standards:**

To maintain the highest professional standards of medical care, physicians will be expected to conduct themselves at all times while on duty in a professional and ethical manner, to include respectful behavior towards patients and employees and to dress in a respectful and appropriate manner.

**Section 12.8 Environmental and Occupational Safety Task Force:**

The Environmental and Occupational Safety Task Force shall be composed of one representative from each of the following departments: Occupational Medicine, Infectious Disease, Radiology, Dermatology, Nursing, Anesthesiology, Safety, Physical Plant, Administration, and Employee Health. The Association will be entitled to three representatives on the task force as well. The task force will be charged with the coordination of all Hospital health and safety activities, and the identification, screening control and prophylaxis of health hazards in the Hospital environment. It shall also undertake a program of the identification of new hazards through epidemiologic and other studies.

**Section 12.9 Committee Representation:**

The housestaff is entitled to representation on all hospital administration and such appropriate bureau-level committees whose function is relevant to the work of housestaff physicians, such representatives to be chosen through the Association. Housestaff representatives on hospital and medical staff committees will be notified of meetings in the same manner as other members, and will be relieved of their clinical responsibilities by their department chair and/or supervisory attending in order to attend these meetings. It is the responsibility of the housestaff physician or the Association to notify the department chair of the meeting in a timely fashion. The Association is entitled to at least one member and one designated alternate on all committees on which it is represented unless otherwise specified in this Agreement; if the member is in attendance, the alternate may additionally attend without vote.

**Section 12.10 Recycling Program:**

The Hospital will establish a Recycling Committee on which Association representatives will have membership. This Committee will work to implement, to the extent feasible, a plan for recycling of hospital and food service waste, and for use of recyclable products in hospital supplies and food services. This Committee will also work to include a recycling program in the plans for a new John H. Stroger, Jr. Hospital (formerly known as Cook County Hospital).

**Section 12.11 Child Care:**

A Day Care Committee composed of a mutually agreed-upon equal number of Union and Employer representatives will meet to study the feasibility of establishing day care centers for the dependents of employees of the Employer. The HSA will have proportional representation on this committee. In addition, the County will establish a segregated IRS Account to be used for child care expenses.

A breast-feeding room will be set up and maintained by the County for use by housestaff physicians at John H. Stroger, Jr. Hospital. This room will be provided with a breast pump, a refrigerator, comfortable chairs, appropriate lighting and decor, with functioning radio, clock and telephone. The room will be air conditioned and will have access to bathroom facilities. The room will also have secure access provided by key, key card or combination.

**Section 12.12 Collective Bargaining Agreement:**

Cook County will make an executed version of the collective bargaining agreement available on the [cookcountygov.com](http://cookcountygov.com) website in printable format.

**ARTICLE XIII**

**Duration**

**Section 13.1 Term:**

This Agreement will become effective on the first full pay period following Association ratification and Board approval, and will remain in effect through November 30, 2012. It will automatically renew itself from year to year thereafter unless either party gives written notice to the other party not less than 90 calendar days prior to the expiration date, or any anniversary thereof, that it desires to modify or terminate this Agreement.

In the event such written notice shall be given by either party, this Agreement will continue to remain in effect after the expiration date, until a new Agreement has been agreed upon, or either party shall give the other party five calendar day's written notice of cancellation thereafter.

The County and the Association agree that upon written notice from either party, they will meet no later than one hundred twenty (120) days prior to the termination date of this Agreement with the mutual goal of reaching an agreement on a new collective bargaining agreement prior to the termination of this Agreement. To this end, at the first meeting the parties agree to schedule several negotiation sessions to be held prior to the expiration date.

**Section 13.2 Notice:**

Any notice under this Agreement shall be given by registered or certified mail; if by the Association, then one such notice shall be addressed to the President, Board of Cook County Commissioners, Room 537, with a copy to the County's Director of Human Resources, Room 840, and both addressed to 118 North Clark Street, Chicago, Illinois; or if by the County, then such notice shall be addressed to the Association's President at 1900 S. Polk Street, Room 803, Chicago, Illinois. Either party may, by like written notice, change the address to which notice to it shall be given.

**Article XIV**

**Major Institutional Merger or Affiliation**

**Section 14.1 Mergers or Affiliations:**

1. It is understood and agreed that the County has the authority and the responsibility for determining, in its sole discretion, the residency and fellowship programs to be administered by it and/or those to be administered by any other entity such as a university. In the event that the County seriously contemplates a decision to enter into a major institutional affiliation or merger of a residency or fellowship program, or a part thereof, currently being administered by the County, it will first notify and fully discuss such decision with designated representatives of the Association, to receive their suggestions, input and other relevant information that could impact on the decision. To this end the County will exercise due process and therefore such notification shall be made prior to entering into any such agreement and at least six months prior to the effectuation and implementation of the merger or affiliation and the discussions referred to above shall begin as soon after notification as possible. The County agrees to make a good faith effort to consider such suggestions, input and information in its decision-making process prior to a final decision.
2. The County further agrees that representatives of the Association shall be included on any hospital committees, or groupings of such committees that are formed to internally discuss and recommend matters and conditions relating to any such proposed affiliation or merger, and such representatives shall be informed of all meetings of such committees or groupings of committees in the same manner as other members.
3. In the event the County decides that a residency or fellowship program should be affiliated with or merged into and/or decides to enter into an agreement with another institution for such purpose, as set forth in paragraph 1 above, it will use its best efforts in the proposal and negotiation process, including providing the Association the opportunity to make a presentation to appropriate representatives of such institution, to cause the new administering or governing entity to recognize the Association and/or honor the terms and conditions of the collective bargaining agreement in effect at the time, and if accepted the Association agrees to negotiate in good faith with the affiliating institution over changes in the collective bargaining agreement which may be appropriate and consistent with the affiliation.
4. The County also agrees that a housestaff physician covered by the collective bargaining agreement shall not be prevented from completing his/her residency or fellowship program as a result of a



merger or affiliation as set forth above, and will enable such housestaff physicians to complete their programs.

5. The County further agrees that an affiliation or merger of its residency or fellowship programs, or parts thereof as set forth above will be with an institution, including a university, that conforms to applicable laws relative to discrimination and additionally one that will not discriminate against housestaff physicians based upon their program of origin. The County will not accept a residency or fellowship program plan that does not treat Stroger Hospital housestaff physicians fairly and equitably as compared to the housestaff physicians of the affiliated institution with respect to the training benefits of that plan. In addition the County will make good faith efforts to ensure that after the merger or affiliation, former CCH housestaff physicians will be treated equitably along with incumbent housestaff physicians at the affiliating institution in matters of discrimination including prior training, ethnicity, and country of medical training.
6. The County agrees that any such affiliation or merger shall be consistent with the County's mission of providing health care to all in need regardless of ability to pay, as well as consistent with medical training of the highest possible quality and in an environment of public service.
7. The County agrees that individual housestaff physician contracts will contain a legally binding commitment to enable such housestaff physicians to complete their programs despite any major institutional merger or affiliation as set forth in this article provided such housestaff physicians fulfill their commitments.

Signed and entered into this 8th day of May 2013.

**COUNTY OF COOK:**

By:

Toni Freckwinkle  
TONI FRECKWINKLE,  
Cook County Board of Commissioners

Attest:

David D. Orf  
DAVID D. ORF  
Cook County Clerk

**UNION: HOUSESTAFF ASSOCIATION OF COOK COUNTY  
AFFILIATED WITH THE NATIONAL UNION OF  
HOSPITAL & HEALTHCARE EMPLOYEES, AFSCME, AFL-CIO**

By:

Shirley J. Warr  
President

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Chair, Contract Negotiations Committee

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

## **APPENDIX A**

Standards of medical care and ancillary services set forth in Appendix A are subject to monitoring and implementation by the Medical Care Review Committee (MCRC) as established in Article X of this Agreement. It is understood that this Appendix is not subject to the Grievance procedure.

The parties agree that the County has the authority and obligation to make available high quality medical and dental care for patients, and to provide and maintain a suitable environment for the practice of medicine for the housestaff physicians covered by this Agreement. The parties also agree that the housestaff physicians covered by this Agreement have the responsibility and obligation to provide high quality medical and dental care for patients within the resources and environment made available by the County. Physicians will be provided a clean, safe environment in all work areas.

### **Medical Care**

The Association and the County agree on the following standards of acceptable patient care necessary for a suitable environment for the practice of medicine.

#### **Women's and Children's Health Services/Family Planning:**

1. All newborns at hospitals operated by the County will have the right to a minimum of forty-eight (48) hours of hospitalization after birth.
2. An obstetrical emergency/triage area will be maintained in close proximity to Labor & Delivery, with appropriate staffing and equipment, including diagnostic ultrasound of standard quality.
3. The County will maintain a comprehensive family planning program to include all forms of contraception available in the private sector including implant and IUD, timely tubal ligation and vasectomy, and appropriate patient education at all County staffed or affiliated community clinics.
4. A female chaperone is mandatory at all pelvic exams performed by male physicians, and must always be available to female physicians. A chaperone also will be made available upon request by physician or patient.

#### **Inpatient Beds and Wards:**

1. Adequate staff, equipment and ward capacity shall be provided to meet the bed requirements of hospitalized patients.
2. All patients admitted to hospitals operated by the County will go directly to a proper hospital bed and will not be maintained for an unreasonable length of time in improper spaces such as hallways or makeshift rows of gurneys.
3. All wards of a given type of service will be maintained in contiguity.

4. It is necessary that there be a program for identifying patients at risk for suicidal or other violent behavior and for making appropriate changes in the physical structure of the building to prevent such behavior. Furthermore, it is necessary that proper arrangements are made for the care of patients with both medical and psychiatric problems.
5. Vitals signs will be taken as requested by physician and recorded on a chart maintained at bedside on all wards.
6. All admitted patients will be notified in writing of their physicians (attending and housestaff) and the nurse coordinator responsible for the area. A large easily visible chart of all nursing and physician assignments, including supervision and break coverage, will be maintained on each patient and updated at the beginning of each shift. Additionally, the patient's nurse will introduce him/herself to the patient at the beginning of each shift.
7. Adequate numbers of isolation beds will be maintained at CC so that any potentially infectious patient, including tuberculosis patients, can be promptly and effectively isolated.

#### **Outpatient Services:**

1. Each patient coming to a clinic operated by the County will have a regular appointment time at which they will be seen; similar appointments will be made for outpatient laboratory, radiology and other diagnostic services.
2. Complete and up-to-date charts will be available for all clinic appointments.
3. It is the responsibility of all health care workers to contribute to chart availability.
4. Reasonable limits will be established and followed for the number of patients to be scheduled per clinic session; morning or afternoon sessions should generally not exceed four hours.
5. Reasonable limits will be established and followed for the waiting period for a clinic appointment, generally not to exceed two months in any clinic.

#### **Miscellaneous:**

1. Pulse oximeter will be readily available in areas where patients are at risk for hypoxemia, such as radiology, inpatient wards, outpatient clinics and EARS.

#### **Responsibilities of Housestaff Physicians:**

The Association commits to work with its members, with the medical staff, and with administration to promote proper and timely care for both inpatients and outpatients and to make all efforts to ensure that:

1. patient admissions are appropriate
2. patients are discharged in a timely fashion
3. outpatients are seen in a timely manner
4. diagnostic tests are timely and appropriate
5. medical records are complete, timely and returned to the appropriate area
6. patients are treated in a humane and respectful manner and
7. Housestaff physicians fully cooperate with other patient care staff.

The Association further commits to participate in and/or cooperate with any Hospital committee charged with addressing these and any other patient care issues, to the extent feasible.

### **Ancillary Services**

The County recognizes that the provision of minimum, defined standards of ancillary and support services is a fundamental institutional responsibility. These services include, but are not limited to nursing, laboratory, environmental, respiratory therapy, social work, medical records, IV therapy, phlebotomy, clerical support, EKG service, radiology service, interpreter service and the movement of patients and materials about the facilities in a timely manner. Such services must conform to the minimum performance standards listed below.

#### **Laboratory Services:**

1. The Department of Laboratories will provide for all housestaff physicians an orientation into the operation and utilization of the laboratories on a scheduled basis.
2. All appropriate areas will be provided with needed supplies and equipment. This will include, but not be limited to, Vacuonors, needles, tubes, tourniquets, microscopes, centrifuges, forms and requisitions, and glass syringes.
3. The laboratory will make reasonable attempts to notify the physician (page the housestaff physician or call the ward) when requisitions are incomplete, or whenever specimens cannot be preserved for technical reasons, provided that information necessary to contact the physician is provided.
4. Essential laboratory services will be available 24 hours a day, seven days a week. This service includes, but is not limited to, glucose, BUN/creatinine, sodium, potassium, chloride, calcium, and CO determinations, osmolality (urine and blood), arterial blood gases, complete spinal fluid, gram and AFL stains, cardiac enzymes, bilirubin for newborns, total protein for burn patients, amylase (urine and blood), CB (total and differential), red blood indices, sickle cell prep, reticulocyte count, prothrombin time, partial thromboplastin time, platelet count, fibrinogen and D-dimers, digoxin level, theophylline level, urine and serum toxicology screen, urine pregnancy tests, and B-HAG (quantitative).

5. Stat biochemistry and hematology test results will be reported to ward areas within approximately 90 minutes from the receipt of the specimen in the laboratory. Routine test results will be reported within six hours of the receipt of a specimen in the laboratory.
6. The County will provide a computer system for Laboratory and Radiology orders and results. The system's standards shall be at least equal to those set by the industry in general. Minimal requirements shall include but not be limited to the following:
  - A. A minimum of two computer terminals for physician use will be maintained on each ward, clinic, emergency department or other clinical area, as well as in Karl Meyer Hall. The computer system will have the capacity of providing CAPS, which will be automatically provided in the emergency departments. Upon admission of a patient to the hospital, the patient's medical record will be automatically pulled and sent to the admitting physician.
  - B. Hours of operation shall be 24 hours a day, seven days a week. Routine computer down time shall be limited to one hour per day. Planned down time will be announced in advance to all hospital areas. Hospital administrators will check to see that all clinical areas are stocked with adequate manual laboratory order forms for the duration of the downtime.
  - C. Broken hardware shall be serviced within 24 hours.
  - D. Adequate hardware and software for the current computer system will be procured and maintained until the planned replacement system is on line.
  - E. The County and the Association agree that ultimately the computer laboratory system should be interactive among all Cook County medical facilities, with the capacity to hook up with other public health care systems.
  - F. A representative of the Association will be included on all committees involved in laboratory computer procurement, expansion and oversight. The Association will be notified in advance of all committee meetings.

**Radiology Services:**

1. On-call schedules and call lists will be available to departmental personnel and telephone.
2. Housestaff physicians will have access to the film libraries 24 hours a day, seven days a week.
3. Radiology services will be available 24 hours a day. These services include, but are not limited to stat portable x-rays, plain films in the x-ray Department, CT scans, emergency angiography, other emergency contrast studies, and pelvic ultrasound.
4. Radiology services will be available within one hour from time of request in the clinics during regular clinic hours.

5. Crash carts with essential equipment, supplies and drugs will be available.
6. Personnel will be provided on the day shift, and at other times under physician's order, for observation of patients waiting for radiological or radioisotope studies, such that IV and medication orders will be carried out, patient's condition monitored, and personal necessities attended. Routine medications necessary to sedate patients will be readily available at all times in radiology and nuclear medicine.
7. Scheduling times for radiologic studies will be available to physicians via the computer.
8. A radiologist will be present at all times in the main reading room, or readily available via a posted pager number.
9. A computer terminal for the use by non-radiologist physicians will be available in the reading rooms.

**Emergency Rooms:**

1. Examination, treatment and observation rooms will be maintained, equipped and supplied appropriately.
2. Administration will maintain adequate stocks of forms, requisitions and prescription blanks in patient care areas.
3. The Emergency Room will be provided with necessary supplies and equipment. This will include, but is not limited to, microscopes with oil immersion lenses, dark field microscopes, KOH solutions, Wood's lights, equipment and material for performing routine stain procedures (i.e., gram stain, AFL stain, and microbiological studies). EKG services will be provided 24 hours a day, seven days a week.
4. Crash carts with essential equipment (including laryngoscopes), supplies and drugs will be available.
5. Housestaff physicians level PG-2 and above or attendings will have sole authority to determine admission status of all patients.

**Phlebotomy Services:**

1. Routine daily phlebotomy rounds in all inpatient areas will be provided seven days a week, beginning by 7 am for morning rounds and 2 pm for afternoon rounds, for all properly executed requests received prior to 6 am (afternoon: 1 pm).
2. Phlebotomy services will be provided for stat requests on an as needed basis, seven days per week, 24 hours per day.

3. The requesting housestaff physician shall be notified of all blood draws which cannot be obtained by the phlebotomy service. These blood draws shall be reattempted or reevaluated within two hours by the service, unless the housestaff physician deems it clinically necessary to do the draw him/herself. All unsatisfactory or lost specimens obtained by the phlebotomy service will be redrawn by the service.

**Inpatient Areas:**

1. Once a physician makes a decision that a patient needs hospitalization and identifies admission classification, it is the responsibility of the Admitting Office to arrange for admission as quickly as possible.
2. EKG services will be maintained 24 hours a day, seven days a week; an EKG machine will be available on at least every other ward.
3. Administration will maintain adequate stocks of forms, requisition and prescription blanks in patient care areas.
4. Crash carts with essential equipment (including laryngoscopes), supplies and drugs will be available.
5. Appropriate equipment, supplies and drugs will be supplied and maintained.
6. Ward furnishings and environment, including cubicle curtains, will be maintained so as to provide for a safe, pleasant and proper environment for patients.
7. Any responsible ward personnel may pick up blood products from the Blood Bank, and deliver it to the ward. It is understood that appropriate nursing personnel on the ward may hang blood products.
8. A full supply of blankets will be available for patients in all inpatient and emergency areas.

**Fantus Clinic:**

1. Medical records will be available to clinic sessions for all patients scheduled.
2. Administration will maintain adequate stocks of forms, requisitions and prescription blanks in patient care areas.
3. An appointment system will be developed allowing appropriate time for follow-up and new patients.
4. Phlebotomy and microbiology services will be provided.
5. EKG services will be provided during regularly scheduled daytime clinic hours.
6. Crash carts with essential equipment (including laryngoscopes), supplies and drugs will be available.
7. The County will endeavor to staff and equip the Phlebotomy Laboratory such that clinic patients during regular clinic hours will be served within one hour.



**Medical Records:**

1. To the extent possible, all medical records will be available to the medical staff 24 hours a day, seven days a week, upon request.
2. Concomitant with the admission of a patient to the hospital, the patient's medical record will be delivered to the admitting ward or to the ward where the patient is to be admitted within two hours. The two-hour delivery time limit will apply 24 hours a day, seven days a week.
3. The County recognizes the advantages of expanding the dictation system to discharge summaries, and will explore such an expansion.

**Computerized System:**

A comprehensive computerized information system is necessary to facilitate accessibility of medical records; laboratory, radiology and pharmacy data; the scheduling of diagnostic tests and clinic appointments; transportation of patients; pharmacy and other therapeutic orders including past patient prescriptions; and information flow to and from community clinics to hospitals and central clinics operated by the County. Physician pager numbers will also be available from the system.

Discharge summaries will be available by computer in the emergency departments, ambulatory screening clinic, and other appropriate areas.

All the above computer services will be available to physicians on a 24 hour basis.

A minimum of two computer terminals for physician use will be maintained on each ward, clinic, emergency department or other clinical area; and one in Karl Meyer Hall. The computer system will have the capacity of providing CAPS, which will be automatically provided in the emergency departments. Upon admission of a patient to the hospital, the patient's medical record will be automatically pulled and sent to the admitting physician.

**Blood Bank and Transfusion Facilities:**

1. Blood components will be available 24 hours a day, seven days a week.
2. Emergency blood components for a patient will be available to the physician as quickly as possible. The designation "Emergency Transfusion" will be subjected to periodic review by the appropriate department head.
3. All housestaff physicians will be provided with an orientation into the operation and utilization of the Blood Bank.

### **Pharmacy:**

1. Prescription blanks for writing multiple orders will be provided.
2. Pharmacy personnel will be available in the main pharmacy 24 hours a day, seven days a week. The Pharmacy will provide full routine services for in-patients 16 hours a day and will handle requests for emergency services 24 hours a day, seven days a week.

### **Communications:**

1. The Hospital's telephone operator will make every effort to transfer incoming calls to physicians without delay.
2. The Communications Department will maintain accurate listings of all CC telephone and pager numbers and will periodically update these listings. Pager numbers will be made available to the Computer Department to allow computer access to pager numbers.

### **Respiratory Therapy:**

Comprehensive respiratory therapy services will be available on a 24 hour basis in all inpatient areas, as well as during hours of operation in Fantus Clinics. A respiratory therapist will be based and available at all times in the Adult Emergency Room, to provide oxygen and bronchodilator therapy, as well as for patient education in home inhalation therapy.

### **Other Ancillary Services:**

1. Transportation: Movement of Patients/Materials: Services will be provided for the movement of EKG: EKG services will be available in the clinics during regularly scheduled clinic hours and in all inpatient areas 24 hours a day, seven days a week. For properly executed requests submitted prior to 12 noon, EKGs will be performed prior to 6 pm the same day. Stat EKGs will be performed within 20 minutes of request.
2. IV Services: IV team services, to start and maintain IVs, will be provided to general care inpatient areas 16 hours a day, seven days per week.
3. Clerical Support: Clerical support includes maintenance of adequate numbers of manual laboratory and radiology order forms and laboratory routing slips, as well as other standard forms. Clerical support will be provided to clinics during their regular hours of operation. Clerical support will be provided to all inpatient areas in a manner consistent with the needs of the clinical service. Clerical services will be available 24 hours a day, seven days a week.
4. Social Services: Adequate numbers of social workers will be available to all inpatient services to arrange timely discharge, placement and home health services; and to provide information in all inpatient and outpatient areas on social services available within and outside County facilities. At least one social worker will be on call in the hospital eighteen hours a day and readily available by page for emergencies the remaining six hours.

**APPENDIX B**  
**SALARY**

**Wages:**

Effective the first full pay period after the date specified for employees on the active Payroll as of Association ratification and County approval of this Agreement:

The salary grades and steps applicable to this bargaining unit shall be increased as follows during the term of this Agreement for employees on the active payroll as of union ratification and County approval of this Agreement:

Effective the first full pay period on or after 1/11/11	2.25%
Effective the first full pay period on or after 6/1/12	3.75%

Side Letter of Agreement  
Between

HOUSESTAFF ASSOCIATION OF COOK COUNTY

And

COUNTY OF COOK

For the period from the date of the execution of this tentative agreement through November 30, 201 only, if the County enters into an agreement with any other union for a non-interest arbitration eligible bargaining unit that contains across-the-board wage increases greater than those set forth in paragraph 2 above, or agrees to a lower rate of employee contribution to health insurance (either in employee contribution to premiums or through plan design changes that are more favorable to employees) for a non-interest arbitration eligible bargaining unit, then upon demand by the union, those wage increases or health insurance changes will be applied to the members of this bargaining unit.

\_\_\_\_\_  
Cook County

Shirley J. Warr  
\_\_\_\_\_  
House Staff Association

\_\_\_\_\_  
Date

02-07-13  
\_\_\_\_\_  
Date

Effective January 1, 2011

SCHEDULE VII  
BUREAU OF HUMAN RESOURCES  
POST-GRADUATE LEVEL PHYSICIANS COMPENSATION PLAN  
UNION

JOB CODE	TITLE	GRADE	RATE	1 <sup>ST</sup> STEP	2 <sup>ND</sup> STEP	3 <sup>RD</sup> STEP	4 <sup>TH</sup> STEP	5 <sup>TH</sup> STEP	6 <sup>TH</sup> STEP	7 <sup>TH</sup> STEP
1794	Post Graduate Level Physician (H.S.A.)	J1	Hourly Bi- Weekly	15.456 1,735.90	16.320 1,832.94	17.116 1,922.34	17.966 2,017.80	18.830 2,114.83	19.731 2,216.02	20.697 2,324.51

(Bi-weekly based on 2,920 hours per year)

JOB CODE	TITLE	GRADE	RATE	1 <sup>ST</sup> STEP	2 <sup>ND</sup> STEP	3 <sup>RD</sup> STEP	4 <sup>TH</sup> STEP	5 <sup>TH</sup> STEP	6 <sup>TH</sup> STEP	7 <sup>TH</sup> STEP
1793	Chief Resident (H.S.A.)	J2	Hourly Bi- Weekly	16.874 1,895.16	17.737 1,992.08	18.535 2,081.70	19.387 2,177.39	20.255 2,274.87	21.152 2,375.61	22.119 2,484.21

(Bi-weekly based on 2,920 hours per year)

Effective June 1, 2012

SCHEDULE VII  
BUREAU OF HUMAN RESOURCES  
POST-GRADUATE LEVEL PHYSICIANS COMPENSATION PLAN  
UNION

JOB CODE	TITLE	GRADE	RATE	1 <sup>ST</sup> STEP	2 <sup>ND</sup> STEP	3 <sup>RD</sup> STEP	4 <sup>TH</sup> STEP	5 <sup>TH</sup> STEP	6 <sup>TH</sup> STEP	7 <sup>TH</sup> STEP
1794	Post Graduate Level Physician (H.S.A.)	J1	Hourly Bi- Weekly	16.036 1,801.04	16.932 1,901.67	17.758 1,994.44	18.640 2,093.49	19.536 2,194.12	20.471 2,299.13	21.473 2,411.66

(Bi-weekly based on 2,920 hours per year)

JOB CODE	TITLE	GRADE	RATE	1 <sup>ST</sup> STEP	2 <sup>ND</sup> STEP	3 <sup>RD</sup> STEP	4 <sup>TH</sup> STEP	5 <sup>TH</sup> STEP	6 <sup>TH</sup> STEP	7 <sup>TH</sup> STEP
1793	Chief Resident (H.S.A.)	J2	Hourly Bi- Weekly	17.507 1,966.25	18.402 2,066.76	19.230 2,159.75	20.114 2,259.03	21.015 2,360.22	21.945 2,464.67	22.948 2,577.31

(Bi-weekly based on 2,920 hours per year)

**APPENDIX C**  
**ORDINANCE BY COOK COUNTY BOARD OF COMMISSIONERS**

BE IT RESOLVED by the Cook County Board of Commissioners:

That the following Resolution to indemnify all personnel involved in direct patient care is adopted as follows:

1. The County of Cook shall indemnify, save and hold harmless each intern, resident, attending physician, volunteer physician, consultant physician, registered nurse, nurse practitioner, and any other direct patient care employee of the John H. Stroger, Jr. Hospital, Oak Forest Hospital or Cermak Hospital, and all health facilities or clinics operated by the County of Cook against all actions, claims or judgments of any kind or nature arising out of their employment, or in the hospitals or clinics, or while on rotation to other accredited medical institutions or licensed physicians; provided, however, that this indemnification shall in no way apply to the extent that any liability asserted against the individual is based upon his or her deliberate wrongdoing.
2. In case of indemnification hereunder, the County of Cook shall have the exclusive right to defend any such action or claim with counsel of its own choosing. Any employee who desires to retain additional counsel may do so at his or her own expense. The County of Cook shall not assume any responsibility for any judgment award against an employee in whose defense the County of Cook did not participate.
3. All interns, residents, attending physicians, volunteer physicians, consult physician, registered nurses, nurse practitioners, or any other employee of the John H. Stroger, Jr. Hospital system shall have the obligation to cooperate in such defense and to promptly report to the respective Chief Operating Officer any incident out of which such action or claim might arise. Such employees will forward within ten (10) days of services copies of all summonses and complaints arising out of their employment, to the Cook County State's Attorney's Office.
4. In the case of indemnification, the County of Cook reserves the right to dispose of any action or claim by settlement without approval by the employee.

# **COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C**

## **PLAN DESIGN CHANGES EFFECTIVE 12/1/07 PAYROLL CONTRIBUTION CHANGES EFFECTIVE 6/1/08**

BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits (through 11/30/07)	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Individual Deductible *	None		\$0 / \$200	\$125 / \$250
Family Deductible *	None		\$0 / \$400	\$250 / \$500
Ind. Out of Pocket Max *	None		\$1,000 ** / \$3,000 **	\$1,500 ** / \$3,000 **
Fam. Out of Pocket Max *	None		\$2,000 ** / \$6,000 **	\$3,000 ** / \$6,000 **
Lifetime Maximum	Unlimited		Unlimited / \$1,000,000	Unlimited / \$1,000,000
* Annual Basis			** Excludes co-payments, annual deductibles, and charges in excess of Schedule of Maximum Allowances- SMA)	** Excludes co-payments, annual deductibles, and charges in excess of Schedule of Maximum Allowances- SMA)



PLAN LIMITS AND MAXIMUMS:	HMO Current Benefits (through 11/30/07)	HMO Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Co-Insurance	None		90% / 60% ***	<p>*** Subject to Schedule of Maximum Allowances (SMA), i.e., the amount doctors and other health care providers in the network have agreed to accept for their services. These amounts are generally lower than what providers outside the network charge. If you go out of network, you will pay any balance above the SMA in addition to the deductible and co-insurance.</p>

# **OUTPATIENT SERVICES (MEDICAL & SURGICAL)**

BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Doctor Office Visits	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
Routine Physical Exams and Preventive Screenings	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
Well-Child Care	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
X-Ray/Diagnostic tests (performed in lab or hospital)	100%	100%	90% / 60% *	90% / 60% *
Maternity Prenatal/Postnatal Care	\$3 co-payment / member for initial visit	\$10 co-payment / member for initial visit	90% after \$20 co-pay (initial visit) / 60% *	90% after \$25 co-pay (initial visit) / 60% *
OutPatient Surgery (facility charges)	100%	100% after \$100 co-pay	90% / 60% *	90% / 60% *
OutPatient Surgery (doctor services)	100%	100%	90% / 60% *	90% / 60% *
Other OutPatient Services (including chemotherapy, radiation, renal dialysis)	100%	100%	90% / 60% *	90% / 60% *
Allergy Testing / Injections / Immunizations	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
Infertility Treatment, as defined by plans	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *

OUTPATIENT SERVICES (MEDICAL & SURGICAL cont'd)				
BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Physical, Speech and Occupational Therapy (60 visits Combined Annual Maximum)	100%	100%	90% / 60*	90% / 60*
Ambulance Services	100%	100%	80% / 80% *	80% / 80% *
Emergency Room Visits (life threatening illness or injury; waived if admitted as inpatient)	100%	100% after \$40 co-pay	100%	100% after \$40 co-pay
Medically Necessary Dental Services (repair from accidental injury to sound natural teeth)	100%	100%	90% / 60% *	90% / 60% *
Home Health Care	100%	100%	90% / 60% *	90% / 60% *
Skilled Nursing Care (excl. custodial care)	100%	100%	90% / 60% *	90% / 60% *
Prosthetic Devices	100%	100%	90% / 60% *	90% / 60% *

<b>INPATIENT SERVICES (MEDICAL &amp; SURGICAL)</b>			
<b>BENEFIT OVERVIEW</b>			
	<b>HMO</b>		<b>PPO</b>
	<b>Current Benefits through 11/30/07</b>	<b>Benefit Level Effective 12/1/07</b>	<b>Current Benefits (through 11/30/07) In Network / Out of Network</b> <b>Benefit Level Effective 12/1/07 In Network / Out of Network</b>
Hospital (Semi-Private Room), including Maternity inpatient obstetrical care	100%	100% after \$100 co-pay per admission	90% / 60% *
Physician/Surgeon/Anesthesiologist Services	100%	100%	90% / 60% *
X-Ray / Diagnostic Services	100%	100%	90% / 60% *
Facility Charges	100%	100%	90% / 60% *

BENEFIT OVERVIEW		HMO		PPO	
	Current Benefits Through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network	
Mental Health/Chemical Dependency/ Substance Abuse	Unlimited	Unlimited	Individual Annual Maximum: \$ 5,000 Outpatient and \$25,000 Combined In and Outpatient per individual, per calendar year, and a \$100,000 lifetime maximum (benefit maximum do not apply to mental health benefits)		
Outpatient Services (unlimited)	\$3 co-pay per visit	\$10 co-pay per visit	70% / 50% * Subject to overall plan limits stated above		
Inpatient Mental Health/Substance Abuse (30 days/year max)	100%	100%	90% / 60% * Subject to overall plan limits stated above		
Supplemental Outpatient Mental Health/Substance Abuse: 2/lifetime; 4 hrs/night; 4 night/wk; 4 consecutive weeks	\$3 co-pay per visit	\$10 co-pay per visit	70% / 50% * Subject to overall plan limits stated above		

PRESCRIPTION DRUGS (WHEN FILLED AT A PARTICIPATING PHARMACY) ADMINISTERED BY PHARMACY BENEFIT MANAGER, NOT HEALTH PLAN(S)					
BENEFIT OVERVIEW		HMO		PPO	
		Current Benefits Through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits Through 11/30/07	Benefit Level Effective 12/1/07
Generic (30 day supply at Retail)		\$5	\$7	\$5	\$7
Brand (30 day supply at Retail)		\$10	N/A	\$10	N/A
Formulary (30 day supply at Retail)		N/A	\$15 *	N/A	\$15 *
Non- Formulary (30 day supply at Retail)		N/A	\$25 *	N/A	\$25 *
Mail Order Co-Pays (90 day supply)		1 x Retail Co-pay	2 x Retail Co-pay	\$0	2 x Retail Co-pay
* If you purchase a formulary or non-formulary drug when a generic equivalent is available, you will pay the generic co-pay plus the difference in cost between the generic and the formulary/non-formulary drug.					

**Employee Contributions  
Effective June 1, 2008**

Percentage of Salary (Pre-Tax)	HMO		PPO	
	Contribution Through 5/31/08	Contribution Effective 6/1/08	Contribution Through 5/31/08	Contribution Effective 6/1/08
Employee Only	.5%	.5%	1.5%	1.5%
Employee plus Child(ren)	N/A	.75 %	N/A	1.75%
Employee plus Spouse	.5 %	1.0%	1.5 %	2.0 %
Employee plus Family	.5 %	1.25 %	1.5 %	2.25 %
Cap	\$8 PER PAY PERIOD	None	None	

## VISION BASIC BENEFITS – APPENDIX C

Eligible employees and their covered dependents may receive a routine eye examination and lenses once every calendar year, frames once every 24 months. Once the basic benefits are exhausted, additional glasses and contacts are available to participants at discounted prices through participating provider locations.

### Eye Examination: \$0

Benefit includes a routine complete examination, refraction and prescription. Also, if indicated, your doctor may recommend additional procedures (such as dilation) at an additional cost to the member.

### Eyeglass Lenses: \$0

Benefit includes standard uncoated plastic lenses regardless of size or power. Lens options are available for additional costs. Solid tints are covered in full.

### Frames \*\*: \$0

Members may choose a frame up to a regular retail value of \$100. Frames above \$100 regular retail price, member pays the amount over \$100 less 10%.

### Contact Lenses \*\*: \$0

Benefit includes any pair of contact lenses up to a regular retail of \$100. Contacts above \$100 regular retail are available at an additional cost.

\*\* The applicable allowance amount may be used only once per benefit period on either eyeglasses or contacts.

## LENS OPTIONS CO-PAYMENTS

Standard Progressive (No-Line Bifocal)	\$50
Polycarbonate	\$30
Scratch Resistant Coating	\$12
Ultraviolet Coating	\$12
Solid or Gradient Tint	\$ 8
Glass (Only for non-minors)	\$15
Photochromatic	\$30
Anti-Reflective Coating	\$35



## DENTAL HMO BENEFITS - APPENDIX C

All new employees hired after December 1, 1999, must be in the Dental HMO for one year before changing to the Dental PPO. Employees are allowed to change plans during the annual open enrollment after one year of HMO enrollment.

Dental care is provided to eligible members and their dependent through participating designated dentist. The premium for the dental care is paid in full by Cook County.

### SCHEDULE OF BENEFITS:

PREVENTIVE CARE:	Includes dental exams, x-rays and two cleanings per year are covered at 100%. Fluoride treatments for children under age 19 are also covered at 100%.
BASIC BENEFITS:	Require a co-payment by the member for each specific service. These co-payments equal a discount of approximately 75%.
MAJOR SERVICES:	Require a co-payment by the member for each specific service. These co-payments equal a discount of approximately 60%.
ORTHODONTICS:	Available to children under the age of 19 with co-payments equal to a discount of approximately 25%.
DEDUCTIBLE:	None
BENEFIT PERIOD MAXIMUM:	Unlimited

DENTAL PPO BENEFITS – APPENDIX C

Benefit Period Maximum	In-Network		Out-Of-Network *	
	\$1,500 per person; per year		\$50/Individual; \$200 Family	
Deductible	(4 individual maximum, does not apply to preventive and orthodontic services)		(4 individual maximum, does not apply to preventive and orthodontic services)	
Preventive (No Deductible)	100% of Maximum Allowance		80% of Maximum Allowance *	
Primary Services (x-rays, space maintainers)	80 % of Maximum Allowance		60% of Maximum Allowance *	
Restorative Services:				
Routine Fillings	80 % of Maximum Allowance		60% of Maximum Allowance *	
Crowns	50 % of Maximum Allowance		50% of Maximum Allowance *	
Inlays and Onlays	50 % of Maximum Allowance		50% of Maximum Allowance *	
Emergency Services	80 % of Maximum Allowance		80 % of Maximum Allowance *	
(Palliative Emergency Treatment)				
Endodontics	80 % of Maximum Allowance		60 % of Maximum Allowance *	
Periodontics	80 % of Maximum Allowance		60 % of Maximum Allowance *	
Oral Surgery				
Routine Extractions	80 % of Maximum Allowance		60 % of Maximum Allowance *	
Removal of Impacted Teeth	80 % of Maximum Allowance		60 % of Maximum Allowance *	
(soft tissue and partial bony)				
Prosthetics	50 % of Maximum Allowance		50 % of Maximum Allowance *	
Orthodontics	50 % up to lifetime maximum		50 % up to lifetime maximum *	
Lifetime Maximum	\$1250		\$1250	

\* Schedule of Maximum Allowance: PPO providers have agreed to accept the Schedule of Maximum Allowances as payment in full for covered services. Out-of-network providers do not accept the Schedule of Maximum Allowances in full. Members are liable for any difference between out-of-network dentist's charges and dental provider benefit payment, in addition to the deductible and co-insurance.

